

YOLANDA FORD
Mayor

VASHAUNDRA EDWARDS
Councilmember at Large Position No. 1

CHRIS PRESTON
Mayor Pro Tem
Councilmember at Large Position No. 2



REGINALD PEARSON
Councilmember District A

JEFFREY L. BONEY
Councilmember District B

ANTHONY G. MAROULIS
Councilmember District C

FLOYD EMERY
Councilmember District D

CITY COUNCIL MEETING AGENDA

AGENDA DE LA REUNIÓN DEL CONCEJO DE LA CIUDAD

Notice is hereby given of a meeting of the City Council of Missouri City to be held on **Monday, August 19, 2019**, at **7:00 p.m.** at: **City Hall, Council Chamber, 2nd Floor**, 1522 Texas Parkway, Missouri City, Texas, 77489, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

Por medio de la presente, se notifica sobre la reunión del Concejo de la Ciudad de Missouri City que se realizará **el lunes 19 de agosto de 2019**, a las **7:00 p.m.** en: **City Hall, Council Chamber, 2.º piso**, 1522 Texas Parkway, Missouri City, Texas, 77489, con el propósito de considerar los siguientes puntos de la agenda. Todos los temas de la agenda están sujetos a la toma de medidas. El Concejo de la Ciudad se reserva el derecho de reunirse en una sesión cerrada para hablar sobre cualquier tema de la agenda en caso de ser necesario y si procediera de conformidad con el Título 5, Capítulo 551 del Código de Gobierno de Texas.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND RECOGNITIONS

4. PUBLIC COMMENTS

An opportunity for the public to address City Council on agenda items or concerns not on the agenda-- those wishing to speak must complete the orange comment card, present the comment card to the City Secretary prior to the beginning of the meeting, and observe a three-minute time limit.

5. STAFF REPORTS

(a) City Manager announcements.

(b) Presentation of the Quarterly Financial Report ending on June 30, 2019.

6. CONSENT AGENDA

All consent agenda items listed are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a councilmember so requests; in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

(a) Consider approving the minutes of the special and regular City Council meetings of August 5, 2019.

- (b) Consider an ordinance amending the regulations and restrictions of PD, Planned Development District No. 34 to allow for the development of office, warehouse and retail uses; regulating and restricting the development and use of property within such PD Planned Development District; providing for an amendment to the Comprehensive Plan; providing a penalty; containing other provisions relating to the subject; and consider the ordinance on the second and final reading. The subject site is located north of the Timber Falls Business Park, south of US 90A – South Main Street, east of the Second Mile Mission Center and west of South Cravens Road.
- (c) Consider an ordinance amending PD, Planned Development District No. 66 to allow for an integrated business development to include an existing child care center; regulating and restricting the development and use of property within such PD Planned Development District; providing for an amendment to the Comprehensive Plan; providing a penalty; containing other provisions relating to the subject; and consider the ordinance on the second and final reading. The subject site is located at 4835 Highway 6. PD Planned Development District No. 66 is located north Highway 6, south of Cartwright Road, east of Dulles Avenue, and west of Colonial Lakes Drive.
- (d) Consider authorizing the execution of a joint election agreement and contract for election services with Fort Bend County for the November 5, 2019 general election.

7. PUBLIC HEARINGS AND RELATED ACTIONS

- (a) **Zoning Public Hearings and Ordinances** – *There are no Zoning Public Hearings and Ordinances on this agenda.*
- (b) **Public Hearings and related actions**
 - (1) Public hearing to receive comments for or against a resolution to increase residential and commercial solid waste and recyclable material collection rates; and consider the related resolution.

8. APPOINTMENTS – *There are no Appointments on this agenda.*

9. AUTHORIZATIONS

- (a) Consider authorizing an agreement with the City of Pearland for cooperative purchasing.
- (b) Consider authorizing a contract for the maintenance and service of citywide automatic external defibrillators (AEDs).

10. ORDINANCES

10. ORDENANZAS

- (a) Consider an ordinance providing for a general election to be held on November 5, 2019, for the purpose of electing single-member district councilmembers for Districts A, B, C, and D; providing for joint elections on November 5, 2019, with other entities contracting with Fort Bend County and Harris County, respectively, for such joint elections; providing for election precincts and polling places; providing for repeal; and consider the ordinance on the first and final reading.
- (a) Considerar una ordenanza para disponer la elección general que se realizará el 5 de noviembre de 2019 con la finalidad de elegir miembros del concejo para distritos de miembro único en los distritos A, B, C y D; disponer las elecciones conjuntas que se realizarán el 5 de noviembre de 2019, con las otras entidades que han suscrito contratos con los condados de Fort Bend y Harris respectivamente, para dichas elecciones conjuntas; disponer los precintos electorales y los lugares de votación; y dictar otras disposiciones relacionadas con el tema; y considerar la ordenanza en la primera y última lectura.
- (b) Consider an ordinance amending Chapter 2, Administration, of the Missouri City Code, amending regulations regarding tagging final action on agenda items; and consider the ordinance on the first of two readings.

11. RESOLUTIONS

- (a) Consider a resolution approving the submission of the Edward Byrne Memorial Justice Assistance grant application to the United States Department of Justice to fund the purchase of fitness equipment; and containing other provisions related thereto.

12. CITY COUNCIL ANNOUNCEMENTS

Discussion, review, and possible action regarding a meeting or activity of one or more of the following entities (each entity refers to a City of Missouri City entity unless otherwise indicated):

Charter Review Commission, Community Development Advisory Committee, Construction Board of Adjustments, Electrical Board, Parks Board, Planning and Zoning Commission, Tax Increment Reinvestment Zone Boards, Fort Bend Chamber of Commerce, Houston-Galveston Area Council, Fort Bend Regional Council, Texas Municipal League, Fort Bend County, Harris County, Gulf Coast Building and Construction Trades Council, Mayor’s Youth Commission, Finances and Services Committee, Fort Bend Leadership Forum, Fort Bend County Drainage District, Economic Development Committee, Missouri City Parks Foundation, Missouri City Police and Fire Auxiliary, Livable Community Committee, Texas Parkway Alliance, High Performance Organization Committee, Missouri City Juneteenth Celebration Foundation, Fort Bend County Mayor and Council Association, METRO, Planning, Development and Infrastructure Committee, Fort Bend Independent School District, Greater Fort Bend Economic Development Coalition, Transportation Policy Council, Community Development Advisory Committee, Veterans Memorial Committee, Missouri City Recreation and Leisure Local Government Corporation, Missouri City Development Authority, and the Greater Houston Partnership and Emergency Management updates.

13. CLOSED EXECUTIVE SESSION

The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Title 5, Chapter 551 of the Texas Government Code.

14. RECONVENE

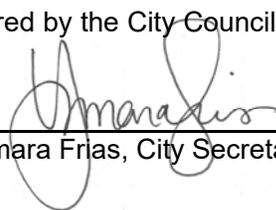
Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.

15. ADJOURN

In compliance with the Americans with Disabilities Act, the City of Missouri City will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Maria Jackson, City Secretary, at 281.403.8686.

CERTIFICATION

I certify that a copy of the August 19, 2019, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on August 15, 2019, at 4:00 p.m.



Yomara Frias, City Secretary Department

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ day of _____, 2019.

Signed: _____

Title: _____



**Council Agenda Item
August 19, 2019**

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND RECOGNITIONS

4. PUBLIC COMMENTS

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5. STAFF REPORTS

(a) City Manager announcements.

(b) Presentation of the Quarterly Financial Report ending on June 30, 2019.

QUARTERLY BUDGET STATUS REPORT as of June 30, 2019

By: Allena J Portis, Director of Financial Services
Bertha Alexander, Budget & Financial Reporting Manager



General Fund Overview

	FY19 Revised Budget	Actual as of 6/30/19	
Beginning Fund Balance*	(11,013,020)		
Budgeted Revenues	(53,142,413)	(46,462,158)	87.4%
Budgeted Expenditures	53,665,039	35,986,439	67.1%
Estimated Ending Fund Balance	(10,490,394)		

Estimated Ending Fund Balance as a % of Revenue = 20%.

Estimated Ending Fund Balance as a % of Expenditures = 20%.

*Includes the fund balances for Emergency Operations and the Equipment Replacement Funds (IT Replacement and Fleet/Equipment Replacement).



General Fund Revenue

Revenue by Type	FY19 Revised Budget	Actual thru 6/30/19	% Received
40 - Property Tax/Assessments	(30,531,777)	(30,285,497)	99.2%
41 - Sales & Other Taxes	(8,859,800)	(5,371,151)	60.6%
42 - Franchise Revenue	(4,198,300)	(2,001,270)	47.7%
43 - Licenses & Permits	(2,468,538)	(2,372,755)	96.1%
44 - Fines/Fees & Forfeitures	(883,200)	(755,892)	85.6%
45 - Charges for Services	(398,500)	(332,674)	83.5%
46 - Intergov Revenue/Grants	(2,366,656)	(2,000,551)	84.5%
47 - Investment Earnings	(235,436)	(314,028)	133.4%
48 - Other Sources/Donations	(482,600)	(636,654)	131.9%
Sub-Total	(50,424,807)	(44,070,472)	87.4%
49 - Transfer from & Adm	(2,717,606)	(2,391,686)	88.0%
Total Revenue	(53,142,413)	(46,462,158)	87.4%



5 Year History of General Fund Collections by Major Revenue Source

Property Taxes

- \$0.63 per \$100 of assessed valuation for Tax Year 2018.
- As of 6/30/19 made up 57.5% of the total General Fund revenue budget.
- Majority of collections received in the months of December, January and February.



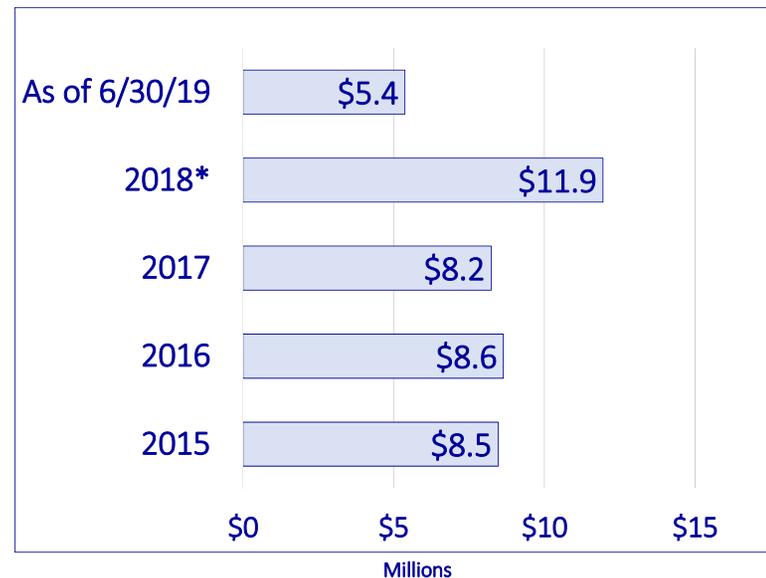
*Although FY 2018 represented a 15-month fiscal year, it included only one tax cycle.



5 Year History of General Fund Collections by Major Revenue Source

Sales & Other Taxes

- Consist of sales taxes, incentive agreements and mixed beverage sales.
- 8.25% rate of which State retains 6.25% and distributes 2% to the City.
- City retains 1% and 1% allocated to Metro; 50% of the 1% for Metro returned to City for streets/mobility projects.
- Receipt of revenue lags 2 months.



*FY 2018 represented a 15-month fiscal year. June 30, 2019 includes 7 months of collections.



5 Year History of General Fund Collections by Major Revenue Source

Franchise Revenue

- Consist of fees paid by public service businesses for use of the City's right of way.
- Includes electricity, telephone, natural gas and cable television.
- Revenue received quarterly.



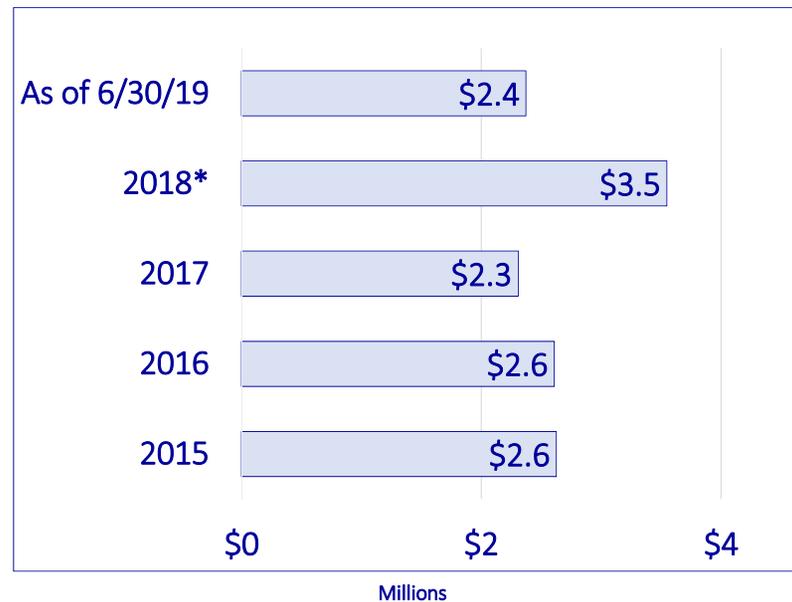
*FY 2018 represented a 15-month fiscal year.



5 Year History of General Fund Collections by Major Revenue Source

Licenses & Fees

- Consist of inspection fees, building permit fees, design review fees.
- Amount varies by fee type.

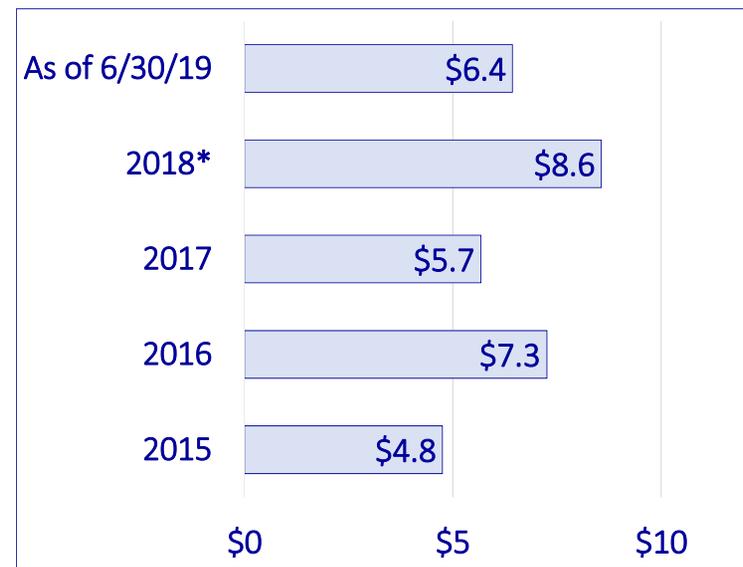


*FY 2018 represented a 15-month fiscal year.



General Fund Collections Other Revenue Sources

- **Fines/Fees & Forfeitures** – Warrant fees, fines, arrest fees, child safety fees - \$756k.
- **Charges for Services** – recreation center fees and facilities rentals - \$333k.
- **Intergov Revenue/Grants** – local grants and reimbursements such as MUD Fire protection and Sienna Fire Station #5 - \$2M .
- **Investment Earnings** – Interest Income - \$314k.
- **Other Sources/Donations** – Donations for special events, tower lease revenue and P-card rebate - \$637k.
- **Transfers** – Transfer to the General Fund from other funds for administrative fees and projects.



*FY 2018 represented a 15-month fiscal year.



Expenditures



General Fund Expenditures by Type

Expenditures by Type	FY19 Revised Budget	Actual thru 6/30/19	% Expended
51 - Personnel Costs	35,208,761	23,469,915	66.7%
52 - Supplies & Materials	2,803,470	1,514,560	54.0%
53 - Prof/Contract Services	5,862,495	3,474,424	59.3%
54 - Repair & Maintenance	898,758	617,784	68.7%
55 - Utilities	2,043,320	1,290,292	63.1%
56 - Other Expenditures	1,882,248	1,055,160	56.1%
58 - Capital Outlay	1,058,988	734,923	69.4%
Sub-Total	49,758,040	32,157,058	64.6%
59 - Transfers to Other Funds	3,906,999	3,829,380	98.0%
Total Expenditures	53,665,039	35,986,439	67.1%

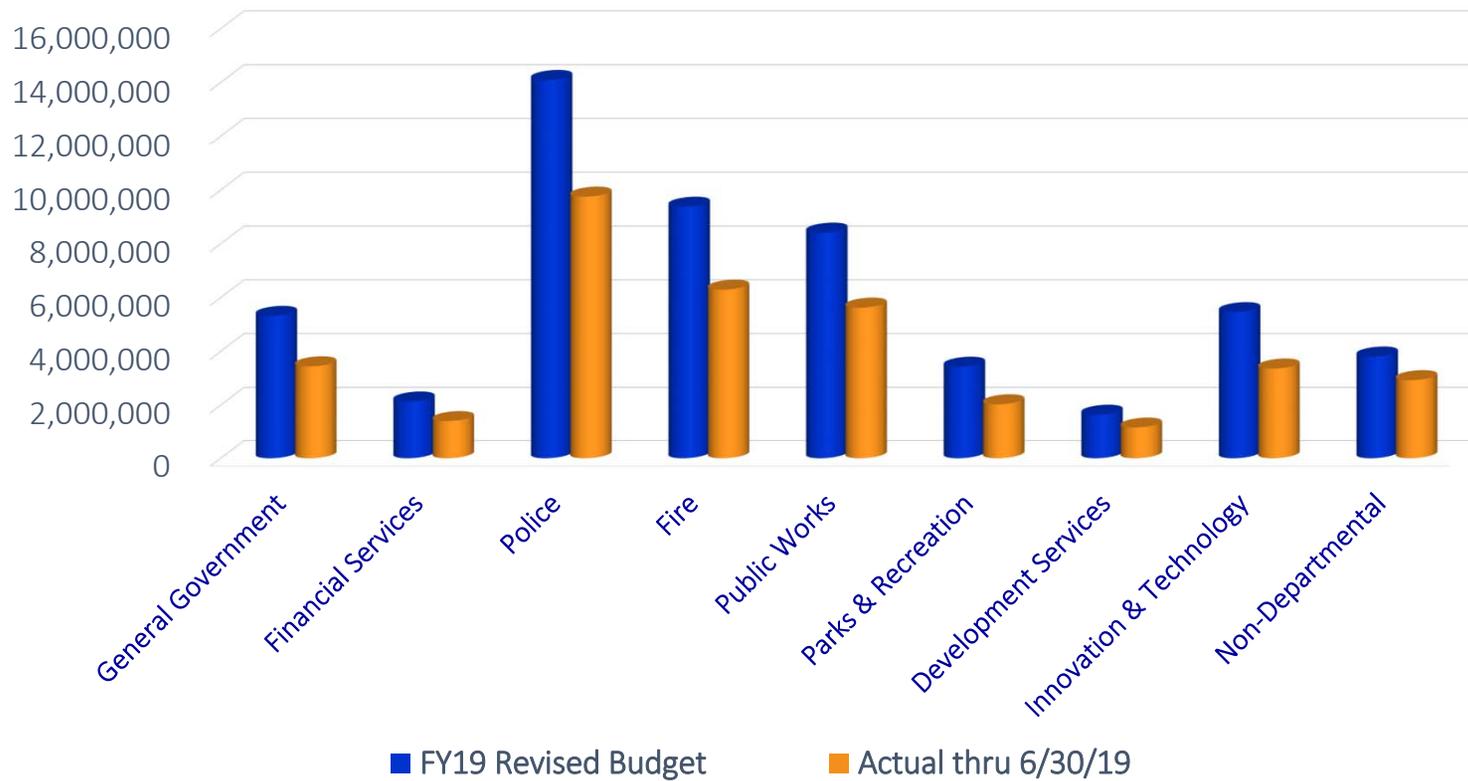


General Fund Expenditures by Department

Expenditures by Department	FY19 Revised Budget	Actual thru 6/30/19	% Expended
General Government	5,317,749	3,440,950	64.7%
Financial Services	2,132,386	1,401,317	65.7%
Police	14,092,568	9,753,263	69.2%
Fire	9,378,373	6,292,610	67.1%
Public Works	8,414,083	5,625,619	66.9%
Parks & Recreation	3,426,168	2,029,822	59.2%
Development Services	1,641,312	1,156,008	70.4%
Innovation & Technology	5,456,694	3,359,241	61.6%
Non-Departmental	3,805,705	2,927,609	76.9%
Total Expenditures	53,665,039	35,986,439	67.1%



General Fund Budget to Actual by Department as of June 30, 2019



Questions?



YOLANDA FORD
Mayor

VASHAUNDRA EDWARDS
Councilmember at Large Position No. 1

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REGINALD PEARSON
Councilmember District A

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Councilmember District B

ANTHONY G. MAROULIS
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FLOYD EMERY
Councilmember District D

CITY COUNCIL SPECIAL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in special session on **Monday, August 5, 2019**, at the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, 77489, at **5:30 p.m.** to consider the following:

1. CALL TO ORDER

Mayor Ford called the meeting to order at 5:30 p.m.

Those also present: Councilmembers Pearson, Boney, and Emery; City Manager Snipes, City Secretary Jackson, First Assistant City Attorney Way, Assistant City Manager Atkinson, Assistant City Manager Martel, Assistant City Attorney Santangelo, Assistant City Attorney Quintal, Director of Development Services Spriggs, Director of Public Works Kumar, Director of Financial Services Portis, Fire Chief Campbell, Director of Communications Walker, Assistant Fire Chief Partida, Planning Manager Gomez, and Media Specialist III Sanders. Absent: Mayor Pro Tem Preston, Councilmember Edwards, Councilmember Maroulis, and City Attorney Iyamu. Also present: Sam Lieberman, Management Partners, and Andrew Weegar, HUB International Limited.

2. DISCUSSION/POSSIBLE ACTION

(a) Presentation and discussion on the 2019 employee survey.

Sam Lieberman, Management Partners, presented the 2019 employee survey. He stated the survey queried respondents about these eight categories:

- Work and workload
- Communication
- Organizational culture
- Physical Work Environment and
- Resources
- Employee recognition
- Professional development/growth
- Customer service
- Leadership

Lieberman stated that although respondents were committed to and satisfied with their jobs, there was an overwhelming agreement about the lack of professional development opportunities, promotional opportunities, and succession planning. He also noted the results of the statistical analysis suggest that to improve employee satisfaction even more, the best methods to do so would be to support staff members' need for both physical tools and information technology resources. It would also be important to ensure their work environment was clean, safe, and conducive to efficient work. Councilmember Emery addressed recommendation 16, which assessed the condition of the Public Safety Headquarters. City Manager Snipes stated they planned to do a holistic overview of upgrades needed for the Public Safety Headquarters. Mayor

Ford noted only 60% of employees took the survey and asked what could be done to improve the percentage. Lieberman stated City Manager Snipes sent an initial email and he sent various reminder emails; and, the recommended that Department Directors encourage their staff, as well.

- (b) Presentation and discussion on Benefit Strategy recommendations.

Andrew Weegar, HUB International Limited, presented the Benefit Strategy recommendations. Weegar further discussed medical benefits for employees.

Mayor Ford stepped away at 5:59 p.m. and returned at 6:00 p.m.

- (c) Presentation and discussion on Development Services third party review.

Director of Development Services Spriggs presented on the third party review and recommendations made by the consultant. Mayor Ford spoke about adequate staffing within the development services department. City Manager Snipes noted they would look into staff, technology, and contractual relationships to recommend to Council. Councilmember Emery asked if they could perform test cases through the process and criteria to determine weaknesses. Spriggs stated that with EnerGov, City Staff would be better able to track workload and efficiency. City Manager Snipes then introduced Assistant City Manager Martel who would be over this project.

- (d) Discuss the Texas 86th Legislative Session's major land use changes and the required actions of the city before September 1, 2019.

First Assistant Attorney Way discussed the Texas 86th Legislative Session's major land use changes. Mayor Ford requested changes to be in line with surrounding areas when it comes to new development. Councilmember Emery inquired if a requestor would be able to ask for preliminary plats. Way stated it would depend if the plans were final. Councilmember Boney inquired about the recommendation on having bi-monthly Planning and Zoning Commission meetings. Way stated discussions were in place with City Staff.

3. **ADJOURN**

The special City Council meeting adjourned at 6:56 p.m.

Minutes PASSED AND APPROVED this the _____ day of _____ 2019.

Maria Jackson, City Secretary

YOLANDA FORD
Mayor

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CHRIS PRESTON
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CITY COUNCIL MEETING MINUTES

The City Council of the City of Missouri City, Texas, met in regular session on **Monday, August 5, 2019**, at the City Hall, Council Chamber, 2nd Floor, 1522 Texas Parkway, Missouri City, Texas, 77489, at **7:00 p.m.** to consider the following:

1. ROLL CALL

Mayor Ford called the meeting to order at 7:05 p.m.

Those also present: Councilmembers Pearson, Boney, and Emery; City Manager Snipes, First Assistant City Attorney Way, and City Secretary Jackson. Absent: Mayor Pro Tem Preston, Councilmember Edwards, Councilmember Maroulis, and City Attorney Iyamu.

Mayor asked First Assistant City Attorney Way to provide an overview on voting, as only four members of City Council were present. First Assistant Attorney Way explained that the charter required a unanimous vote of the four members of City Council for an item to be approved due to the quorum; otherwise, agenda items could not be considered for 90 days.

2. The **PLEDGE OF ALLEGIANCE** was led by Fire Chief Campbell.

There were no **PRESENTATIONS AND RECOGNITIONS**.

4. PUBLIC COMMENTS

Jeremiah Asomugha, 20811 Trenton Valley Lane, spoke in regards to the rezoning of Miracle City Church and how it was withdrawn from the agenda for today.

Christopher Quimby, 11814 S. Willowdale Circle, spoke about concerns regarding the rezoning of Miracle City Church.

JC Haigh, 5407 Raintree Drive, requested release of a video and minutes.

Jordan Jones, 2846 Whispering Creek, spoke in reference to an audit and asked if the Mayor and Council agreed to move forward with it.

Nkemdi Ohalete, 14903 Rock Mill Lane, spoke in regards to the rezoning of Miracle City Church.

5. STAFF REPORTS

City Manager Snipes presented the following updates: the City launched a real-time travel map that allows residents to see traffic flow; the bridge on Glenn Lakes Lane was closed for a reconstruction project; the City started construction on La Quinta Drive with partial closing; and, Fort Bend ISD classes resume on August 14. Snipes asked that everyone mark their calendars for the following upcoming events: Free Tai Chi demonstration on August 6; Senior Mystery Trip on August 8; the Community Operation Back-to-School Health Fair on August 10; Senior Bingo Night on August 15; and, the MCTX Symposium on August 21.

- (b) Presentation of the Certified Roll and Proposed Budget.

City Manager Snipes presented on major revenues and the general fund full-time employees (FTE) per 1,000 population. Assistant City Manager Atkinson presented the legislative impact. Director of Financial Services Portis presented on the preliminary certified roll and the implementation of a homestead exemption in the future. Mayor Ford asked how they would recover funds lost through the exemption. Portis stated one option would be to increase property taxes. Councilmember Boney stated it would be helpful to put a figure as to what the tax increase would mean to a homeowner. Snipes also presented City Council priorities; and, Director Portis presented the City's past, present, and future fiscal year budgets.

6. CONSENT AGENDA

- (a) Consider approving the minutes of the special and regular City Council meetings of July 15, 2019.
- (b) Consider an ordinance establishing a maximum speed limit for the school zone for Elkins High School located on Knight's Court, within the City, including designating a location and times; providing a penalty; and consider the ordinance on the second and final reading.
- (c) Consider accepting the quarterly investment report for the period ending on June 30, 2019.

Councilmember Boney moved to approve the Consent Agenda pursuant to recommendations by City Staff. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

7. PUBLIC HEARINGS AND RELATED ACTIONS

(a) Zoning Public Hearings and Ordinances

- (1) Public hearing to receive comments for or against a request for an amendment to the regulations and restrictions of PD, Planned Development District No. 34 pertaining to ordinance O-00-34 to allow for the development of office and warehouse and retail uses; regulating and restricting the development and use of property within such PD Planned Development District; providing for an amendment to the Comprehensive Plan; providing a penalty; and containing other provisions relating to the subject; and consider the related ordinance on the first of two readings. The subject site is located north of the Timber Falls Business Park, south of US 90A – South Main Street, east of the Second Mile Mission Center and west of S Cravens Road.

Planning Manager Gomez presented on the Tang City Plaza building. Gomez noted that Planned Development District No. 34 was approved in July 2000 to allow for the location of a community center to provide for a religious worship place, a private school, library, and gardens. Gomez explained the community center was proposed to be located in place of the former Tang City Plaza, a development constructed in the 1980s that provided shops and a restaurant. The community center, however, was never constructed and the previously existing Tang City Plaza buildings were eventually demolished leaving only slab foundations and the pavement. The site has not been improved since the closing of the Tang City Plaza. The property owner, Tang City Community Village LLC, requested an amendment to the regulations of PD No. 34 to prepare the property for the development of an office/warehouse business center with commercial and retail uses along the US 90A – South Main Street frontage. The property owner wishes to redevelop the site by utilizing the former Tang City Plaza building footprints and pavement to accommodate the development. Gomez noted the Planning and Zoning Commission forward a positive recommendation for consideration and adoption thereof.

Councilmember Pearson moved to open the public hearing at 8:28 p.m. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Pearson asked if the item went according to plan and if the applicant had a timeline of the project. Gomez stated they started to clean the site in order to begin construction within the next few months.

Mayor Ford asked if they had businesses to fill the tenant spaces. Noble Enloe, of Enloe Contractors LLC and representative of the applicant, stated they had potential clientele lined up.

With no further comments from the public, Councilmember Boney moved to close the public hearing at 8:33 p.m. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Pearson moved to approve the ordinance. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

- (2) Public hearing to receive comments for or against a request for an amendment to PD, Planned Development District No. 66 to allow for an integrated business development to include an existing child care center; regulating and restricting the development and use of property within such PD Planned Development District; providing for an amendment to the Comprehensive Plan; providing a penalty; and containing other provisions relating to the subject; and consider the related ordinance on the first of two readings. The subject site is located at 4835 Highway 6. PD No. 66 is located north of Colonial Lakes Drive and Highway 6.

Planning Manager Gomez presented on Talent Academy. Gomez stated that Planned Development District No. 66 was approved in 2007 to allow for a unified development to consist of uses permitted within the LC-3, retail district and a senior independent living facility. To date, several commercial, retail uses have been located within the PD including but not limited to a restaurant, banks, a hotel, and a childcare center. Gomez noted the owner of the childcare center, Talent Academy, had submitted a site plan and conceptual building elevations, which depicted the existing building where the childcare center was currently located and the expansion to the development to include proposed uses such as a swimming school and restaurant that does not serve alcoholic beverages. Gomez stated the Planning and Zoning Commission forward a positive recommendation for consideration and adoption thereof.

Councilmember Emery moved to open the public hearing at 8:40 p.m. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

Mayor Ford asked if they were required to have a playground. Gomez stated no. Councilmember Boney asked about the protest letter. Gomez explained it came from a competing childcare center.

With no further comments from the public, Councilmember Pearson moved to close the public hearing at 8:41 p.m. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Boney moved to approve the ordinance. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

7. PUBLIC HEARINGS AND RELATED ACTIONS

(b) Public Hearings and related actions

- (1) Public hearing to receive comments for or against the proposed Program Year 2019 Community Development Block Grant (CDBG) Annual Action Plan.

Community Development Coordinator Dixon presented on the proposed Program Year 2019 Community Development Block Grant (CDBG) Annual Action Plan.

Councilmember Boney moved to open the public hearing at 8:43 p.m. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

With no comments from the public, Councilmember Emery moved to close the public hearing at 8:44 p.m. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

- (2) Public hearing to receive comments for or against the proposed Community Development Block Grant (CDBG) 2019-2023 Consolidated Plan.

Councilmember Boney moved to open the public hearing at 8:44 p.m. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

With no comments from the public, Councilmember Pearson moved to close the public hearing at 8:45 p.m. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

- (3) Public hearing to receive comments for or against a proposed ordinance amending and extending the termination date of Reinvestment Zone No. 1, City of Missouri City, to December 31, 2039; and consider the ordinance on the first and final reading.

Councilmember Boney moved to open the public hearing at 8:45 p.m. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

Assistant City Attorney Quintal stated the ordinance would extend the life of Reinvestment Zone No. 1 to end on December 31, 2029.

With no further comments from the public, Councilmember Emery moved to close the public hearing at 8:47 p.m. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

Councilmember Boney moved to approve the ordinance. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

There were no **APPOINTMENTS.**

9. AUTHORIZATIONS

- (a) Consider authorizing the city manager to negotiate and execute a contract for design services for the Mustang Bayou wastewater plant expansion.

Councilmember Pearson moved to authorize the city manager to negotiate and execute a contract for design services for the Mustang Bayou wastewater plant expansion with Ardurra for an amount not to exceed \$1,081,263.00. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider authorizing the city manager to execute the purchase of a front end loader.

Councilmember Emery moved to authorize the city manager to execute the purchase of a front end loader in the amount of \$165,429.00. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

- (c) Consider authorizing the city manager to negotiate and execute a contract for the provision of renovation services related to the remodel of certain office space and restrooms at Fire Station No. 1.

Councilmember Boney moved to authorize the city manager to negotiate and execute a contract for the provision of renovation services related to the remodel of certain office space and restrooms at Fire Station No. 1 with Construction Masters of Houston. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

10. ORDINANCES

- (a) Consider an ordinance amending Chapter 2, Administration, of the Missouri City Code, amending regulations regarding tagging final action on agenda items; and consider the ordinance on the first of two readings.

Councilmember Emery moved to postpone agenda item 10a to the next City Council meeting. Councilmember Pearson seconded. **MOTION FAILED.**

Ayes: Councilmembers Pearson, Boney and Emery
Nays: Mayor Ford

City Council moved to go into closed executive session at the end of the City Council meeting pursuant to section 551.071(2) of the Texas Open Meetings Act.

City Council moved to take action over agenda items 7b2 and 7b3, at this time.

For agenda item 7b2, Councilmember Boney moved to approve the 2019 action plan with the edit for first time homebuyers program. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

For agenda item 7b3, Councilmember Pearson moved to approve the 2019-2023 Consolidated Plan. Councilmember Emery seconded. **MOTION PASSED UNANIMOUSLY.**

11. RESOLUTIONS

- (a) Consider a resolution authorizing the Mayor to execute and the City Secretary to attest a letter of intent from Grand Parkway Commercial T&Q, LLC, for economic incentives, pertaining to the redevelopment of Grand Park Center 1799, located at 1701 – 1799 Texas Parkway, Missouri City, Texas.

Councilmember Pearson moved to approve the resolution. Councilmember Boney seconded. **MOTION PASSED UNANIMOUSLY.**

- (b) Consider a resolution denying CenterPoint Energy Houston Electric, LLC's requested increase to its electric transmission and distribution rates and charges within the City of Missouri City; making certain findings; and containing certain provisions relating to the subject.

Councilmember Emery moved to approve the resolution. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

- (c) Consider a resolution requesting the Fort Bend County Commissioner's Court to reappoint Russell C. Jones as Fort Bend County's municipal representative to the Board of Directors of the Gulf Coast Water Authority.

No action was taken.

- (d) Consider a resolution authorizing the Mayor to execute and the City Secretary to attest an economic development agreement between the City of Missouri City, Texas, and NewQuest Properties, Inc., pertaining to the development of certain improvements to an approximately 43-acre tract of land located in the City of Missouri City, Texas.

Councilmember Boney moved to approve the resolution. Councilmember Pearson seconded. **MOTION PASSED UNANIMOUSLY.**

12. CITY COUNCIL ANNOUNCEMENTS

Councilmember Boney stated he provided a proclamation of support to Bubbah Thomas, a legendary music educator and a Missouri City resident. Councilmember Pearson thanked City Manager Snipes and staff for their presentation on the proposed budget. Pearson asked the community to keep the victims and families of El Paso, Texas and Dayton, Ohio in their prayers. Mayor Ford sent condolences to Curtis Williams, II and his family.

13. CLOSED EXECUTIVE SESSION

Pursuant to section 551.071(2) of the Texas Open Meetings Act, City Council went into Closed Executive Session at 9:09 p.m.

14. RECONVENE

At 9:31 p.m., Council reconvened into open session.

Mayor Ford called for a motion for agenda item 10a. No action was taken.

15. ADJOURN

The regular City Council meeting adjourned at 9:31 p.m.

Minutes PASSED AND APPROVED this the _____ day of _____ 2019.

Maria Jackson, City Secretary



**CITY COUNCIL
AGENDA ITEM COVER MEMO**

August 5, 2019

To: Mayor and City Council
Agenda Item: 6(b) – PD, Planned Development District #34 Amendment
Submitted by: Jennifer Thomas Gomez, AICP, Planning Manager

SYNOPSIS

This is the second and final reading of an ordinance to amend the regulations and restrictions of PD, Planned Development District No. 34 to allow for the development of office and warehouse and retail uses, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

The subject site is located north of the Timber Falls Business Park, south of US 90A – South Main Street, east of the Second Mile Mission Center and west of S Cravens Road.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

BACKGROUND

PD, Planned Development District No. 34 was approved in July 2000 to allow for the location of a community center to provide for a religious worship place, a private school, library and gardens. The community center was proposed to be located in place of the former Tang City Plaza, a development constructed in the 1980s that provided shops and a restaurant for a few years in the area.

The property owner has now submitted a request to prepare the property for the development of an office/warehouse business center with commercial and retail uses along the US 90A – South Main Street frontage. The property owner wishes to redevelop the site by utilizing the former Tang City Plaza building foot prints and pavement to accommodate the development.

Staff recommend approval and the Planning and Zoning Commission forwards a positive recommendation.

BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY__ Funds Budgeted	FY__ Funds Available	Amount Requested
N/A					

Purchasing Review: N/A
Financial/Budget Review: N/A

Note: Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

SUPPORTING MATERIALS

1. Ordinance
2. Ordinance O-00-34
3. Application
4. Letter of owner authorization
5. Ortho map
6. Notice of public hearing

STAFF'S RECOMMENDATION

Staff recommends approval of the ordinance on the second reading.

Director Approval:

Otis T. Spriggs, AICP, Development Services Director

**Assistant City Manager/
City Manager Approval:**

Bill Atkinson, Assistant City Manager

ORDINANCE NO. O-19-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING USES AND REGULATIONS IN PD PLANNED DEVELOPMENT DISTRICT NO. 34; DESCRIBING SAID 9.467-ACRE TRACT OF LAND; REGULATING AND RESTRICTING THE DEVELOPMENT AND USE OF PROPERTY WITHIN SUCH PD PLANNED DEVELOPMENT DISTRICT; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MISSOURI CITY; PROVIDING FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN; PROVIDING FOR REPEAL; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * *

WHEREAS, Tang City Community Village LLC is this the owner of an approximate 9.467-acre tract of land within the corporate limits of the City of Missouri City, Texas (the "Property"); and

WHEREAS, said Property has a zoning classification of PD Planned Development District No. 34 under Ordinance No. O-00-34, adopted on July 10, 2000; and

WHEREAS, Morgan Myers of Carnes Engineering, Inc. has made an application to the City of Missouri City to amend PD Planned Development District No. 34; and

WHEREAS, pursuant to Section 8.3 of the City of Missouri City Zoning Ordinance, said application was submitted to the City of Missouri City under one owner of the property contained within PD Planned Development District No. 34; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Missouri City have each conducted, in the time and manner and after the notice required by law and the City of Missouri City Zoning Ordinance, a public hearing on such requested amendment; and

WHEREAS, the Planning and Zoning Commission of the City of Missouri City has issued its final report and the City Council of the City of Missouri City now deems it appropriate to grant such requested changes in uses and regulations; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. As required by law, the City Council of the City of Missouri City conducted the public hearing on the request for zoning reclassification and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. The zoning classification of the Property is hereby changed from LC-2 local retail district to PD Planned Development District No. 34 ("PD No.34"). The Property is more fully described in the legal description in Exhibit "A," attached hereto and made a part hereof for all purposes, and is depicted in Exhibit "A-1," attached hereto and made a part hereof for all purposes. Exhibit "A-1" shall be for reference purposes only. In the event that Exhibit "A-1" conflicts with Exhibit "A," Exhibit "A" shall prevail.

Section 4. The designation of PD No.34 shall be and is conditioned upon compliance with the following regulations and restrictions:

- A. Purpose.** The zoning regulations of PD Planned Development District No.34 herein are established in accordance with the Comprehensive Plan for the purpose of promoting the health, safety and general welfare of the City of Missouri City, Texas, and its inhabitants. Each regulation is designated to lessen congestion on the streets; to secure safety from fire, panic and other dangers; to facilitate adequate provisions for transportation; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; or to facilitate adequate provisions of water. PD Planned Development District No.34 will consist of commercial, office and warehouse development.
- B. Site Plan.** The planned development district shall be generally developed in accordance with the site plan and schedule, Exhibit "B," attached hereto and made a part hereof for all purposes.
- C. District regulations.** Unless otherwise stated in this Ordinance, Appendix A, of the City Code of Missouri City, Texas ("City of Missouri City Zoning Ordinance") shall apply and the LC-3 local retail district regulations contained in Subsection 7.11. of the City of Missouri City Zoning Ordinance and this Ordinance are intended to be read together. In the event that there is a conflict between the text of this Ordinance and the City of Missouri City Zoning Ordinance, the text of this Ordinance shall prevail. In PD Planned Development District No.34, no building, structure, or land shall be used and no building or structure shall be hereafter erected, reconstructed, altered or enlarged unless otherwise provided in this Ordinance.
- D. Use regulations.** Only the following uses shall be allowed:
 - 1. Office use.
 - 2. Warehouse use.

3. Commercial and retail uses permitted under LC-3 local retail district regulations contained in Subsection 7.11 of the City of Missouri City Zoning ordinance.
 4. All uses accessory to all permitted uses.
- E. Height and area regulations.** Except as set forth herein, the height and area regulations contained in Section 7.12, LC-3 retail district, of the City of Missouri City Zoning Ordinance shall apply to PD No. 34.
- G. Landscaping regulations.** Except as set forth herein, the landscaping, screening, and buffer yard regulations contained in Section 11, Landscaping, of the City of Missouri City Zoning Ordinance shall apply.
1. **Transitional buffer yards.** A buffer yard shall be maintained along US 90-A, Dream Court, Pheasant Valley, and Paloma Bend with a minimum width of 3 feet. The buffer yards shall be planted with Type B screening as required by Section 11 of the Missouri City Zoning Ordinance.
 2. **Off-street parking perimeter.** Transitional buffer yards shall be planted along the perimeter of parking areas required under Section 11.5.b1a of the Missouri City Zoning Ordinance.
 3. **Island and diamonds.** Planting island and diamonds shall be provided as shown on Exhibit B.
- H. Platting.** The property is required to be replatted before issuance of an building permits.
- I. Development Schedule.** PD Planned Development District, this development site plan and schedule shall expire on the fifth anniversary of the date the first planned development application was filed if no progress has been made towards completion of this project. Property owners shall submit a new site plan and schedule to the planning commission for revisions or at the expiration of the site plan and development schedule, in compliance with the procedures established by the City Code of Missouri City, as amended.

Section 5. The Zoning District Map of the City of Missouri City shall be revised and amended to show the zoning classification of said 9.467-acre tract of land as provided in Section 3 hereof, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of this change.

Section 6. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, save and except the changes described in this Ordinance and the imposition of the findings, regulations, restrictions, and conditions contained herein.

Section 7. *Repeal.* Ordinance Number O-00-34, adopted by the City Council of the City of Missouri City on July 10, 2000, is hereby repealed. Any other ordinance or any other part of any other ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 8. *Penalty.* Any person, firm, partnership, association, corporation, company, or organization of any kind who or which violates any provision of this zoning ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed Five Hundred Dollars (\$500.00). Each day during which said violation shall exist or occur shall constitute a separate offense. The owner or owners of any property or of premises where any violation of this zoning ordinance shall occur, and any agent, contractor, builder, architect, person, or corporation who shall assist in the commission of such offense shall be guilty of a separate offense unless otherwise prohibited by law and, upon conviction thereof, shall be punished as above provided.

Section 9. *Severability.* In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this 5th day of August, 2019.

PASSED, APPROVED and ADOPTED on second and final reading this 19th day of August, 2019.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

E. Joyce Iyamu, City Attorney

METES AND BOUNDS DESCRIPTION
9.4672 ACRES
 June 24, 2000

All that certain 9.4672 acres, (412,392 square foot) tract of land located in the B. B. B. & C. R. Survey, Abstract Number 116, Fort Bend County Texas, being part of Tract "D" and all of Tract "E" and Tract "G" of Tang City Plaza, a map or plat of which is recorded under Volume 33, Page 9 of the Map Records of Fort Bend County and being more particularly described by metes and bounds as follows: (All bearings are based on the said plat and the monumentation found along Lo-Yang Drive (based on a width of 50.00 feet), Tang City Drive (based on a width of 50.00 feet), Chang-An Drive (based on a width of 50.00 feet) and U. S. Highway 59 (based on a width of 175 feet).

COMMENCING FOR REFERENCE at a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found in the southeasterly right-of-way line of said U. S. Highway 59 at the most northerly northeast corner of said Reserve "D" and a called 0.5510 acre tract of land conveyed to Lamar Savings Association by deed recorded in Volume 1900, Page 2591 of the Official Public Records of Fort Bend County, Texas;

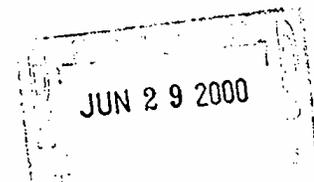
THENCE, South 66°27'08" West, along said southeasterly right-of-way line and northwesterly line of said 0.5510 acre tract of land, a distance of 186.26 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the northwest corner of said 0.5510 acre tract of land, the most northerly northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 44°37'07" East, along the southwesterly line of said 0.5510 acre tract of land, a distance of 168.36 feet to an "X" found scribed in concrete for the southwest corner of said 0.5510 acre tract of land and an interior corner of the herein described tract of land;

THENCE, North 45°22'53" East, along the southeasterly line of said 0.5510 acre tract of land, a distance of 166.55 feet to an "X" found scribed in concrete in the southwesterly right-of-way line of said Chang-An Drive and the arc of a curve to the left, for the southeast corner of said 0.5510 acre tract of land and the most easterly northeast corner of the herein described tract of land;

THENCE, Southeasterly, a distance of 40.84 feet along said southwesterly right-of-way line and the arc of said curve having a radius of 240.29 feet through a central angle of 09°44'13" and a chord which bears South 39°45'00" East, a distance of 40.79 feet to a 5/8 inch iron rod found for the point of tangency;

THENCE, South 44°37'07" East, along said southwesterly right-of-way line, a distance of 340.86 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of curvature of a curve to the right, and the most easterly southeast corner of said Reserve "E" and the herein described tract of land, from which a 5/8 inch iron rod found bears North 10°19'15" West, a distance of 0.74 feet;



Page 2 of 2
9.4672 Acres
June 24, 2000

THENCE, southerly, a distance of 39.27 feet along the arc of said curve having a radius of 25.00 feet through a central angle of 90°00'00" and a chord that bears South 00°22'53" West, a distance of 35.36 feet to a 5/8 inch iron rod found in the northwesterly right-of-way line of said Lo-Yang Drive for the point of tangency and most southerly southeast corner of said Reserve "E" and the herein described tract of land;

THENCE, South 45°22'53" West, along said northwesterly right-of-way line, at 211.75 feet pass the southwest corner of said Reserve "E" and the southeast corner of said Reserve "G", in all a total distance of 636.00 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the right and the most southerly southwest corner of said Reserve "G" the herein described tract of land;

THENCE, westerly, a distance of 39.27 feet along said the arc of said curve having a radius of 25.00 feet through a central angle of 90°00'00" and a chord which bears North 89°37'07" West, a distance of 35.36 feet to a 5/8 inch iron rod with plastic cap stamped "BENCHMARK ENGR" set in the northeasterly right-of-way line of said Tang City Drive for the point of tangency and most westerly southwest corner of said Reserve "G" and the herein described tract of land, from which a 5/8 inch iron rod found bears South 70°53'14" West, a distance of 0.88 feet;

THENCE, North 44°37'07" West, along said northeasterly right-of-way line, a distance of 459.08 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the right;

THENCE, northerly, a distance of 197.12 feet along said northeasterly right-of-way line and the arc of said curve having a radius of 536.01 feet through a central angle of 21°04'15" and a chord which bears North 34°05'00" West, a distance of 196.01 feet to a 5/8 inch iron rod found for the point of tangency;

THENCE, North 23°32'52" West, along said northeasterly right-of-way line, a distance of 55.00 feet to a 5/8 inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of curvature of a curve to the right and the most westerly northwest corner of the herein described tract of land;

THENCE, northeasterly, a distance of 39.27 feet along the arc of said curve having a radius of 25.00 feet through a central angle of 90°00'00" and a chord which bears North 21°27'08" East, a distance of 35.36 feet to a 1/2 inch rod found in the said southeasterly line of U. S. Highway 59 for the point of tangency and the most northerly northwest corner of said Reserve G and the herein described tract of land;

THENCE, North 66°27'08" East, along said southeasterly right-of-way line, at 387.21 feet pass the northeast corner of said Reserve "G" and the northwest corner of said Reserve "D", in all a total distance of 466.15 feet to the **POINT OF BEGINNING** and containing a computed area of 9.4672 acres, (412,392 square feet) of land.

JUN 29 2000

This description is based on a ground survey completed during June of 2000 and is issued in conjunction with a boundary and improvements survey dated June 24, 2000 prepared by BENCHMARK ENGINEERING CORPORATION, Job Number 99071.



Saib Y. Saour, R.P.L.S.
Texas Registration Number 3540

BENCHMARK ENGINEERING CORPORATION

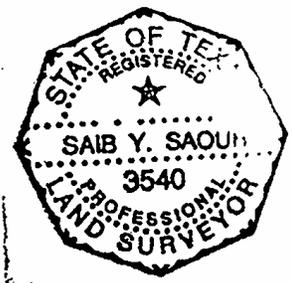
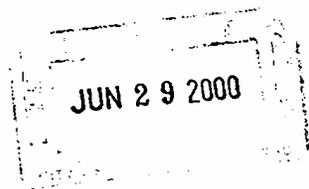
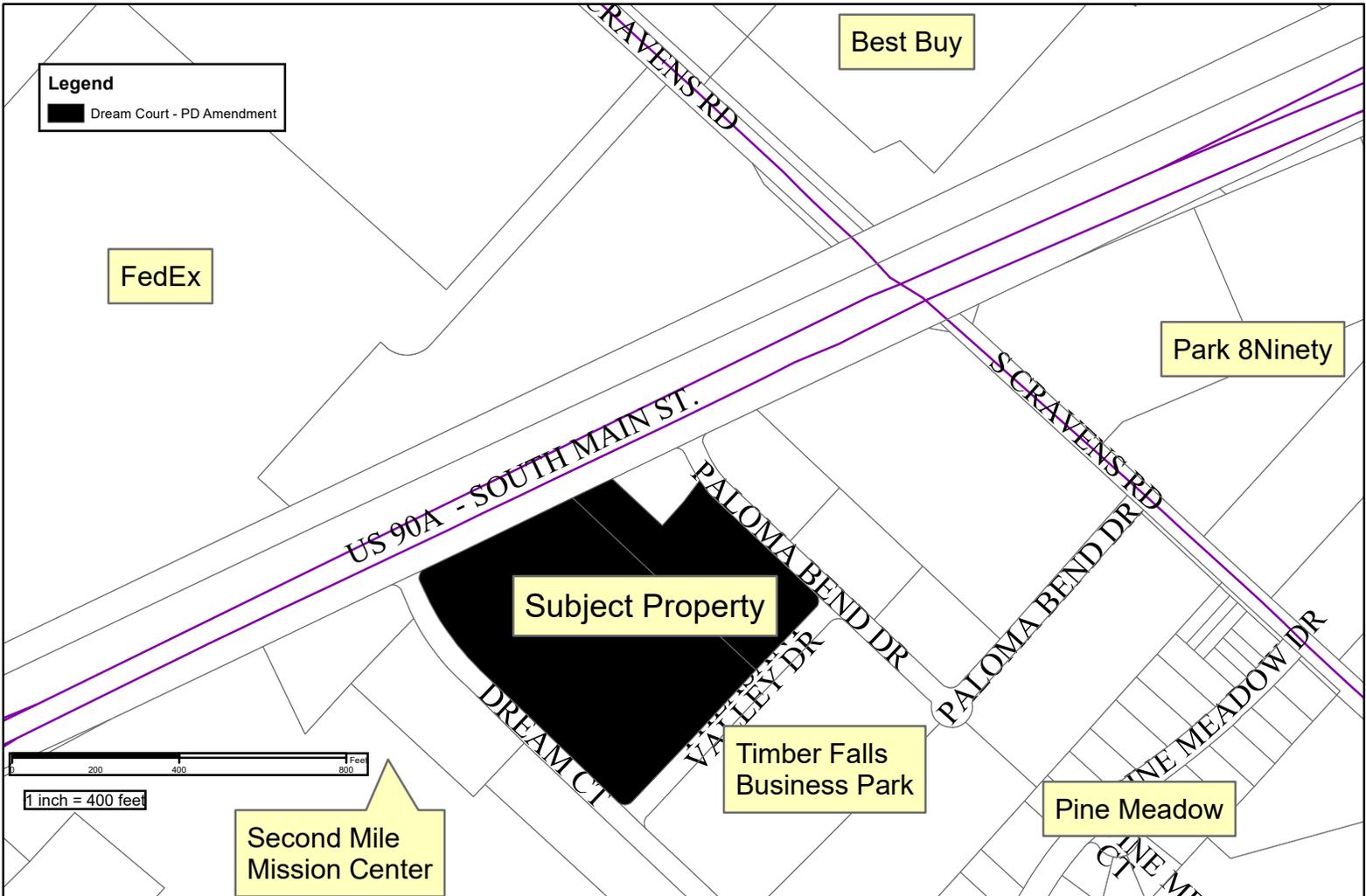


EXHIBIT A (PAGE 3 OF 3)





ORDINANCE NO. O-00-34

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, CHANGING THE ZONING CLASSIFICATION OF 9.467 ACRES OF LAND FROM LC-3 RETAIL DISTRICT TO PD PLANNED DEVELOPMENT DISTRICT NO. 34; REGULATING AND RESTRICTING THE USE, SIZE, HEIGHT AND DENSITY OF BUILDINGS, THE SIZE OF YARDS AND TYPE OF USE WITHIN SUCH PD PLANNED DEVELOPMENT DISTRICT; ADOPTING A SITE PLAN APPLICABLE TO SAID DISTRICT; PROVIDING FOR CONSTRUCTION ACCORDING TO SAID PLAN; DESCRIBING SAID 9.467 ACRE TRACT OF LAND; AMENDING THE ZONING DISTRICT MAP OF THE CITY AS ADOPTED BY ORDINANCE NO. 0-81-1 ADOPTED ON JANUARY 19, 1981, AS AMENDED; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * *

WHEREAS, Thomas Cloninger is the agent for owner, Hakeem, Inc., of a 9.467 acre tract of land situated within the corporate limits of the City of Missouri City, Texas; and

WHEREAS, said 9.467 acre tract of land presently has a zoning classification of LC-3 Retail District under Ordinance No. 0-81-1, adopted on January 19, 1981, the City of Missouri City Zoning Ordinance, as amended; and

WHEREAS, the agent, on behalf of the owner, has made application to the City of Missouri City to change the zoning classification of said 9.467 acre tract of land from LC-3 Retail District to PD Planned Development District No. 34, as authorized by the City's Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Missouri City have each conducted, in the time and manner and after the notice required by law and the Zoning Ordinance of the City, a public hearing on such proposed change in the zoning classification; and

WHEREAS, the Planning and Zoning Commission recommended and the City Council now deems it appropriate to grant such requested change in zoning classification; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The public hearing before City Council on such request for zoning reclassification is declared closed at final adoption of this Ordinance.

Section 3. Presently, said 9.467 acre tract of land has a zoning classification of LC-3 Retail District. The zoning classification of said 9.467 acre tract of land is hereby changed from LC-3 Retail District to PD Planned Development District No. 34. The 9.467-acre tract of land is more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Section 4. The designation of PD Planned Development District No. 34 shall be, and is, conditioned upon compliance with the following regulations and restrictions:

- A. **Purpose.** PD Planned Development District No. 34 is a previously developed parcel that will be redesigned to accommodate a community center, including a place of worship, a private school, a library, and gardens. Improvements to the site will be designed to enhance the overall urban design and nature of the surrounding area.
- B. **Use Regulations.** In the PD Planned Development District No. 34, no building or land shall be used and no building shall be hereafter erected, reconstructed, altered or enlarged unless otherwise allowed pursuant to this Ordinance.

The following uses shall be permitted in PD Planned Development District No. 34:

- 1. A Community Center, integrating a place of religious worship, a private school, a library, and gardens.
- C. **Height and Area Regulations.** Except as set forth herein, all buildings and structures shall meet the height and yard requirements of Section 7.12, LC-3 Retail District, of the City of Missouri City Zoning Ordinance.
- D. **Building Regulations.**
 - 1. **Architectural Standards.** Except as set forth otherwise in this Ordinance, all buildings and structures shall meet the requirements of City of Missouri City Zoning Ordinance Section 7A, Overlay Districts. Construction shall comply with all applicable chapters of the Missouri City Code. All buildings and structures within the development shall be similar in design and style. Samples of exterior color schemes and materials and color perspectives must be submitted for approval prior to issuance of any building permits.
 - a. **Building Exterior(s).** The subject site shall be developed as indicated on the site plan and elevations described in Exhibit "B" attached hereto and made a part hereof for all purposes. The subject site shall be permitted to deviate from applicable provisions of Section 7A, Overlay Districts, in order to be constructed in traditional Islamic architecture, including the use of

white stucco and/or limestone brick or block on all buildings, the construction of domes, white or gold in color, and the construction of a minaret, white or gold in color, at the top of the principal building. The minaret shall not exceed eighty (80) feet in height from the normal finished grade.

- b. **Roof(s).** The roof of all buildings may be flat with parapet walls decorated with geometric trim and tile. Any color for this trim and tile shall be selected from the range of earth tone colors provided in Section 7A.2.C.5, of the Zoning Ordinance.
- c. **Downspouts, Exterior Utility Receptacles, and Service Boxes.** All downspouts, exterior utility receptacles, and service boxes on buildings shall be painted to match the predominant surrounding color to blend.
- d. **Temporary Buildings.** With the exception of construction offices, the use, installation, and construction of temporary buildings within PD Planned Development District No. 34 shall be prohibited.

2. **Lighting.**

- a. **Standards.** Lighting shall be shielded to prevent glare on adjacent properties.
- b. **Lighting Fixtures.** All lighting fixtures shall be uniform and shall be selected to enhance and complement the style and design of the development.

3. **Sound.**

Sound emanating from PD, Planned Development District No. 34 shall be required to comply with all City standards. The amplification of sound to the outside of buildings is prohibited.

4. **Gross Floor Area.** Gross floor area for PD Planned Development District No. 34 shall be as shown on the site plan.

5. **Air Conditioning, Mechanical, and Ventilation Equipment.** All mechanical equipment on the tops of buildings shall be screened from public view by parapet walls. All ground-mounted mechanical equipment within view of adjacent roadways shall be screened from public view by materials similar to that of the building exterior and by landscaping. All ground-mounted mechanical equipment not within view of roadways shall be screened from public view by landscaping.

E. Trash Disposal and Service Areas.

1. **Location.** All trash disposal and service areas shall be located to the rear of the subject site and shall not be within view of any adjacent roadways.
2. **Screening.** All trash disposal and service areas shall be screened by masonry enclosures, a minimum eight (8) feet in height, constructed of the primary exterior material approved for buildings and structures.

F. Landscaping, Screening and Transitional Buffer Yards. Except as set forth herein, the requirements of Section 11, Landscaping, of the City of Missouri City Zoning Ordinance shall apply to PD Planned Development District No. 34, including required screening of driveways and parking areas.

The following landscaping shall be required in addition to applicable provisions in Section 11, Landscaping:

1. **Transitional Buffer Yards.** The existing buffer yard widths along US 90-A, Tang City Drive, Lo-Tang Drive, and Chang-An Drive shall be permitted with no increase to width as required by Section 11, of the Zoning Ordinance. However, each of the above-mentioned buffer yards shall be planted with Type B screening as required by Section 11.
2. **Trees.** Live oak trees, spaced thirty (30) feet or less on center, shall be planted along all perimeters of PD Planned Development District No. 34, and in all locations where a canopy tree is required to be installed. Additionally, no less than one (1) live oak tree shall be planted in each required off-street planting island. At the time of planting, all required live oak trees in the development shall be a minimum of eight (8) feet in height, with a minimum three (3) inch caliper trunk, and minimum three (3) foot canopy spread.
3. **Driveway Landscaping.** All driveways and any driveway medians shall be landscaped with a mixture of shrubs and perennial and annual flowering plants.

G. Ingress and Egress.

1. **Location.** Ingress and Egress shall be as shown on the site plan attached hereto.

- 2. **Standards.** All driveways constructed shall comply with the City Infrastructure Code.
- H. **Parking Regulations.** The requirements of Section 12, Parking Regulations, of the City of Missouri City Zoning Ordinance, shall apply.
- I. **Sign Regulations.** The requirements of Section 13, Sign Regulations, of the City of Missouri City Zoning Ordinance, for an LC-3 retail District shall apply.
- J. **Fence Regulations.** Except as set forth herein the requirements of Section 14, Fence Regulations, for an LC-3 Retail District of the City of Missouri City Zoning Ordinance shall apply.
 - 1. **Standards.** Any fencing installed in PD Planned Development District No. 34, shall consist of either a masonry wall of the same primary exterior material as approved for the buildings, wrought iron, or a combination of masonry wall and wrought iron.
- K. **Outdoor Display.** There shall be no outdoor display.
- L. **Outdoor Storage.** There shall be no outside storage.
- M. **Outside Sales.** There shall be no outside sales.
- N. **Sidewalk.** All sidewalks shall comply with applicable provisions of the Missouri City Code, including the City Infrastructure Code. A minimum six (6) foot wide sidewalk along US 90-A and a minimum four (4) foot wide sidewalk along Tang City Drive, Lo-Tang Drive, and Chang-An Drive shall be constructed within or adjacent to the transitional buffer yards.
- O. **Construction Activity.** Construction Activity shall be permitted only from Monday through Saturday, and only between the hours of 7:00 a.m. and 7:00 p.m., except that during the months of June through September, construction activity consisting of the pouring of concrete may begin no earlier than 6:00 a.m.

Section 5. The Zoning District Map of the City of Missouri City shall be revised and amended to show the zoning classification of said 9.467 acre tract of land as provided in Section 3 hereof, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of this change.

Section 6. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, save and except the change in zoning

classification of the 9.467 acres of land described in Section 3 hereof and the imposition of the findings, regulations, restrictions and conditions applicable to PD Planned Development District No. 34 contained herein.

Section 7. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

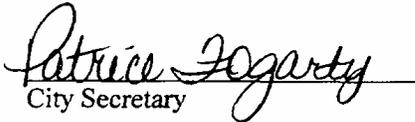
PASSED and APPROVED on first reading this ____ day of _____, 2000.

PASSED, APPROVED and ADOPTED on second and final reading this 10th day of July, 2000.



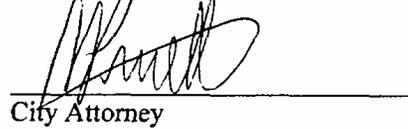
Mayor

ATTEST:



City Secretary

APPROVED AS TO FORM:



City Attorney

METES AND BOUNDS DESCRIPTION
9.4672 ACRES
 June 24, 2000

All that certain 9.4672 acres, (412,392 square foot) tract of land located in the B. B. B. & C. R. Survey, Abstract Number 116, Fort Bend County Texas, being part of Tract "D" and all of Tract "E" and Tract "G" of Tang City Plaza, a map or plat of which is recorded under Volume 33, Page 9 of the Map Records of Fort Bend County and being more particularly described by metes and bounds as follows: (All bearings are based on the said plat and the monumentation found along Lo-Yang Drive (based on a width of 50.00 feet), Tang City Drive (based on a width of 50.00 feet), Chang-An Drive (based on a width of 50.00 feet) and U. S. Highway 59 (based on a width of 175 feet).

COMMENCING FOR REFERENCE at a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found in the southeasterly right-of-way line of said U. S. Highway 59 at the most northerly northeast corner of said Reserve "D" and a called 0.5510 acre tract of land conveyed to Lamar Savings Association by deed recorded in Volume 1900, Page 2591 of the Official Public Records of Fort Bend County, Texas;

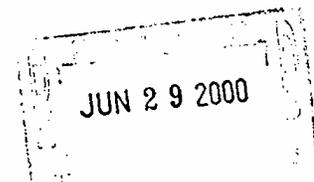
THENCE, South 66°27'08" West, along said southeasterly right-of-way line and northwesterly line of said 0.5510 acre tract of land, a distance of 186.26 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the northwest corner of said 0.5510 acre tract of land, the most northerly northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 44°37'07" East, along the southwesterly line of said 0.5510 acre tract of land, a distance of 168.36 feet to an "X" found scribed in concrete for the southwest corner of said 0.5510 acre tract of land and an interior corner of the herein described tract of land;

THENCE, North 45°22'53" East, along the southeasterly line of said 0.5510 acre tract of land, a distance of 166.55 feet to an "X" found scribed in concrete in the southwesterly right-of-way line of said Chang-An Drive and the arc of a curve to the left, for the southeast corner of said 0.5510 acre tract of land and the most easterly northeast corner of the herein described tract of land;

THENCE, Southeasterly, a distance of 40.84 feet along said southwesterly right-of-way line and the arc of said curve having a radius of 240.29 feet through a central angle of 09°44'13" and a chord which bears South 39°45'00" East, a distance of 40.79 feet to a 5/8 inch iron rod found for the point of tangency;

THENCE, South 44°37'07" East, along said southwesterly right-of-way line, a distance of 340.86 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of curvature of a curve to the right, and the most easterly southeast corner of said Reserve "E" and the herein described tract of land, from which a 5/8 inch iron rod found bears North 10°19'15" West, a distance of 0.74 feet;



Page 2 of 2
9.4672 Acres
June 24, 2000

THENCE, southerly, a distance of 39.27 feet along the arc of said curve having a radius of 25.00 feet through a central angle of 90°00'00" and a chord that bears South 00°22'53" West, a distance of 35.36 feet to a 5/8 inch iron rod found in the northwesterly right-of-way line of said Lo-Yang Drive for the point of tangency and most southerly southeast corner of said Reserve "E" and the herein described tract of land;

THENCE, South 45°22'53" West, along said northwesterly right-of-way line, at 211.75 feet pass the southwest corner of said Reserve "E" and the southeast corner of said Reserve "G", in all a total distance of 636.00 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the right and the most southerly southwest corner of said Reserve "G" the herein described tract of land;

THENCE, westerly, a distance of 39.27 feet along said the arc of said curve having a radius of 25.00 feet through a central angle of 90°00'00" and a chord which bears North 89°37'07" West, a distance of 35.36 feet to a 5/8 inch iron rod with plastic cap stamped "BENCHMARK ENGR" set in the northeasterly right-of-way line of said Tang City Drive for the point of tangency and most westerly southwest corner of said Reserve "G" and the herein described tract of land, from which a 5/8 inch iron rod found bears South 70°53'14" West, a distance of 0.88 feet;

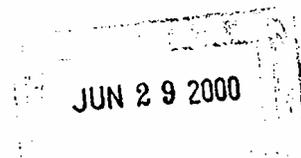
THENCE, North 44°37'07" West, along said northeasterly right-of-way line, a distance of 459.08 feet to a 5/8 inch iron rod found for the point of curvature of a curve to the right;

THENCE, northerly, a distance of 197.12 feet along said northeasterly right-of-way line and the arc of said curve having a radius of 536.01 feet through a central angle of 21°04'15" and a chord which bears North 34°05'00" West, a distance of 196.01 feet to a 5/8 inch iron rod found for the point of tangency;

THENCE, North 23°32'52" West, along said northeasterly right-of-way line, a distance of 55.00 feet to a 5/8 inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for the point of curvature of a curve to the right and the most westerly northwest corner of the herein described tract of land;

THENCE, northeasterly, a distance of 39.27 feet along the arc of said curve having a radius of 25.00 feet through a central angle of 90°00'00" and a chord which bears North 21°27'08" East, a distance of 35.36 feet to a 1/2 inch rod found in the said southeasterly line of U. S. Highway 59 for the point of tangency and the most northerly northwest corner of said Reserve G and the herein described tract of land;

THENCE, North 66°27'08" East, along said southeasterly right-of-way line, at 387.21 feet pass the northeast corner of said Reserve "G" and the northwest corner of said Reserve "D", in all a total distance of 466.15 feet to the **POINT OF BEGINNING** and containing a computed area of 9.4672 acres, (412,392 square feet) of land.



This description is based on a ground survey completed during June of 2000 and is issued in conjunction with a boundary and improvements survey dated June 24, 2000 prepared by BENCHMARK ENGINEERING CORPORATION, Job Number 99071.



Saib Y. Saour, R.P.L.S.
Texas Registration Number 3540

BENCHMARK ENGINEERING CORPORATION

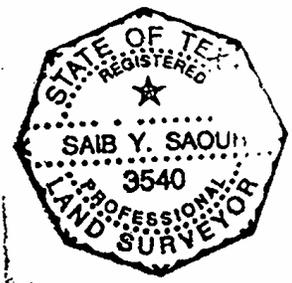
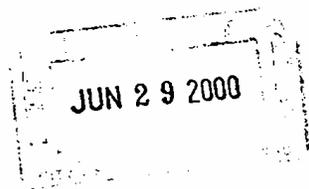
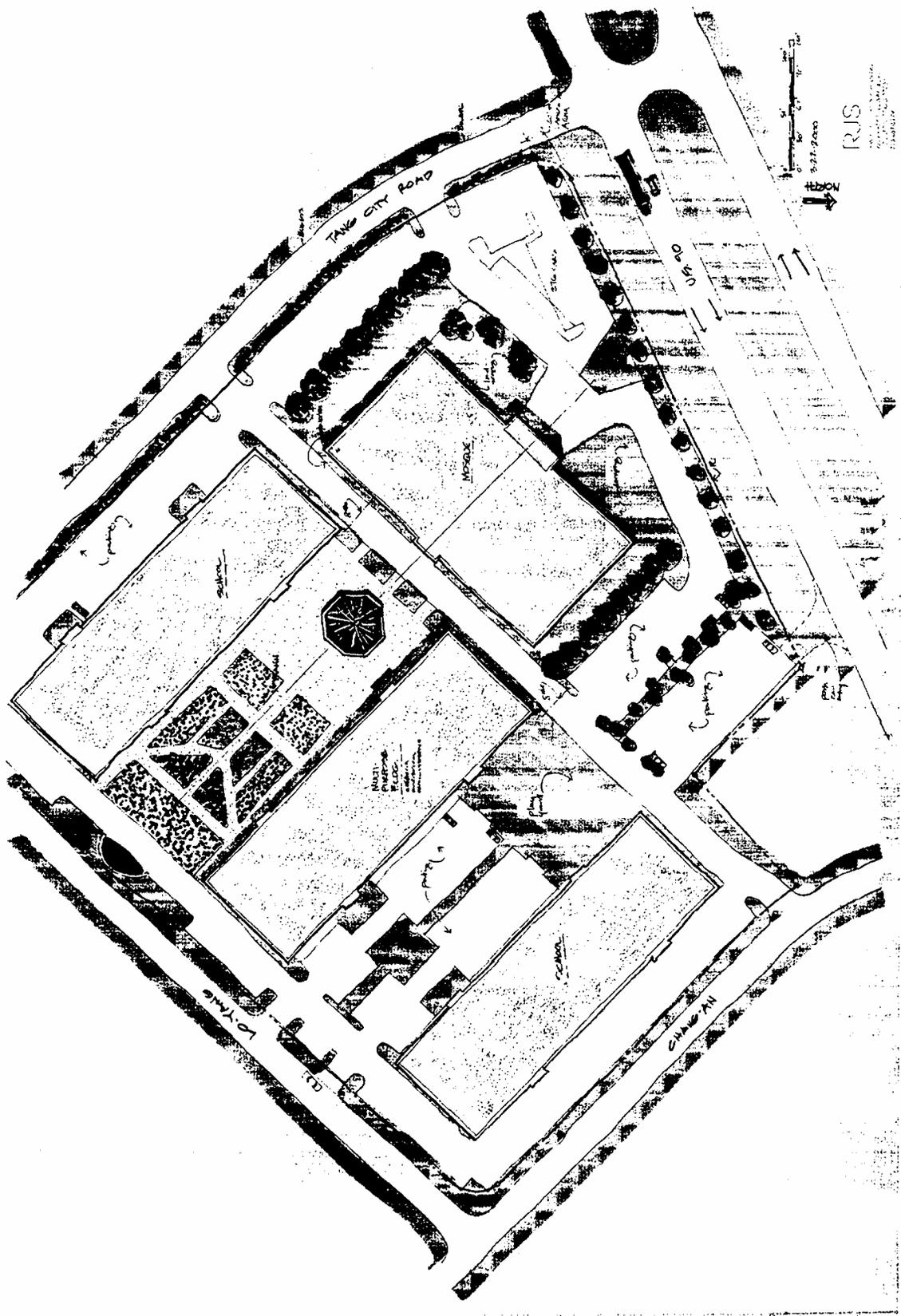


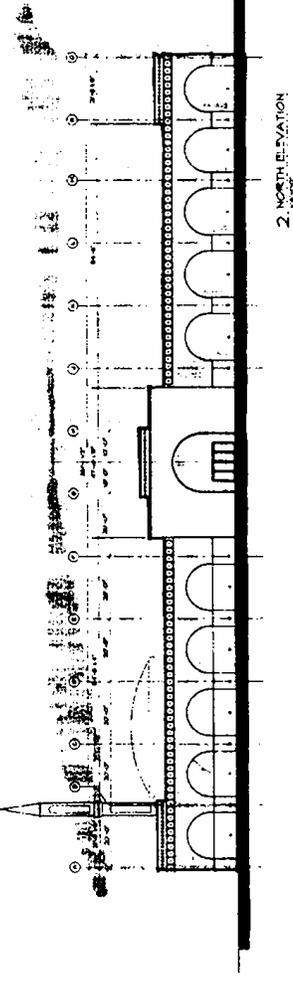
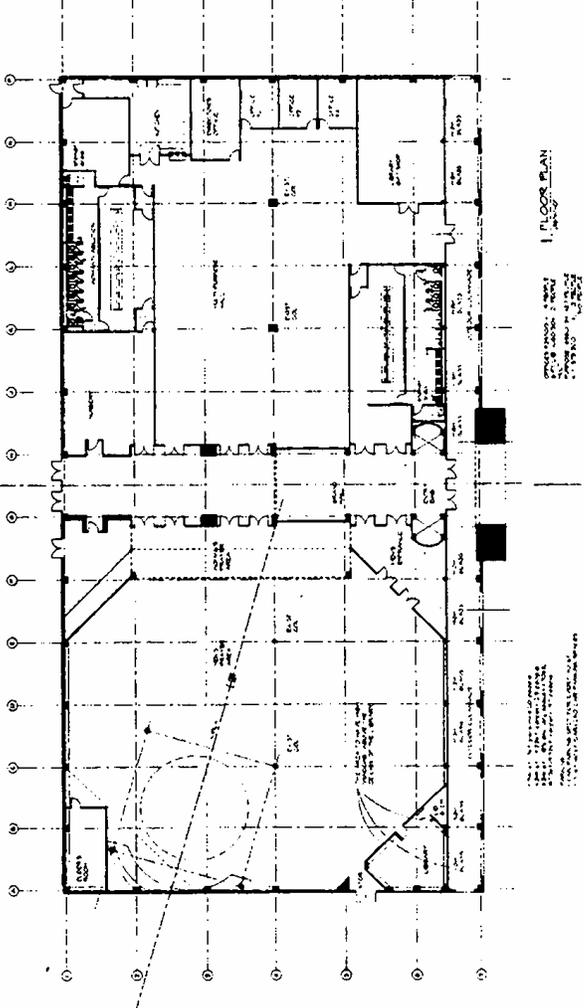
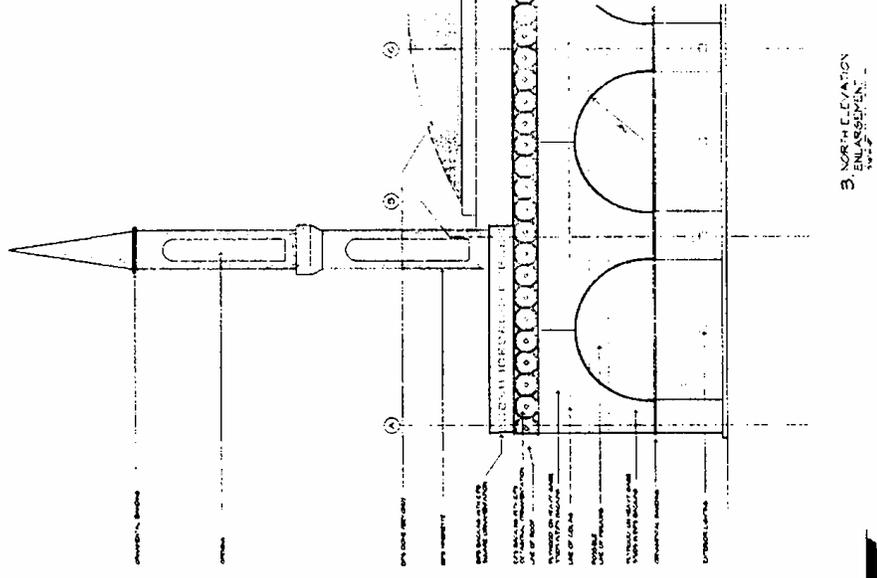
EXHIBIT A (PAGE 3 OF 3)



SITE PLAN FOR:
NEW ISLAMIC COMMUNITY CENTER



KA TAKIM V. OLAXON
7/20/18
S.I.S





DEVELOPMENT SERVICES DEPARTMENT
Planning & Development Division
 1522 Texas Parkway
 Missouri City, Texas 77489
 281-403-8600 (Office) ■ 281-208-5551 (Fax)
 www.missouricitytx.gov

APPLICATION FOR:

- Check One:
 SPECIFIC USE PERMIT
 SPECIFIC USE PERMIT AMENDMENT
 PLANNED DEVELOPMENT DISTRICT
 PLANNED DEVELOPMENT DISTRICT AMENDMENT

**SEE EXHIBITS "A" (PAGE 7), "B", AND "C" (PAGE 8)
 FOR INFORMATION REQUIRED FOR COMPLETE APPLICATION SUBMITTAL**

1. Project Name:	Dream Court
2. Address/Location of Property:	Hwy 90A @ Dream Court
3. Applicant's Name:	Morgan Myers
Mailing Address:	PO Box 668 Mont Belvieu, TX 77580
Phone No.:	(281) 385-1200
Email:	MMyers@careng.net
4. Status of Applicant:	Owner <input checked="" type="radio"/> Agent <input type="radio"/> Attorney <input type="radio"/> Trustee <input type="radio"/> Corporation <input type="radio"/> Relative
(If other than Owner, submit written authorization from Owner with application.)	
5. Property Owner:	Tang City Community Village LLC - Hakeem Olatunwo
Mailing Address:	6430 Hillcroft St, Houston, TX 77081
Phone No.:	()
Email:	
6. Existing Zoning District:	PD # 34
7. Total Acreage:	9.467
8. Proposed Development and Reasons for Application:	Office/warehouse, Retail - Amend PD
9. Legal Description of the Property (If the legal description is a portion of a lot, then a metes and bound description of the tract must be submitted with application.):	Tang City Plaza
10. Central Appraisal District tax identification numbers of property (Attach Paid Tax Receipts):	7900-00-000-0072-907
11. Do deed restrictions or restrictive covenants exist for the property? (Circle One):	YES <input type="radio"/> NO <input checked="" type="radio"/>
(If yes, submit with application.)	
12. Does this application include an Architectural Design Review: (Circle One):	YES <input checked="" type="radio"/> NO <input type="radio"/>
(If yes, see page 8, Exhibit C for materials required to be submitted.)	
FILING FEE: \$1,200.00	

Hand deliver completed application form with the filing fee and required information to:

Development Services Department
1522 Texas Parkway (FM 2234)
Missouri City, TX 77489

By submitting this application you are permitting City staff to enter the site in order to post and remove public notice signs.

Morgan Myers
 Print Name of Applicant

Hakeem Olatunwo
 Print Name of Property Owner

[Signature]
 Signature of Applicant

[Signature]
 Signature of Property Owner, Agent or Attorney

Carnes Engineering, Inc.

12605 IH 10 East, Baytown, TX 77523 Physical
P.O. Box 668, Mont Belvieu, TX 77580 Correspondence
Voice (281) 385-1200 Fax (281) 385-0920
info@careng.net www.carnesengineering.com



May 17, 2019

Tang City Community Village, LLC

Re: Agent Designation Letter.

I, Hakeem Olajuwon (Owner) of Tang City Community Village, LLC authorize **Morgan Myers** of **Carnes Engineering, INC.**, to act as my (AGENT) to prepare and submit for approval to City of Missouri City the required Documents for the Planned Development District Amendment.

HAKEEM OLAJUWON

Print Name

5-17-2019

Date

Signature

Legend
Dream Court - PD Amendment



FedEx

Best Buy

Park 8Ninety

Subject Property

Timber Falls
Business Park

Pine Meadow

Second Mile
Mission Center

0 200 400 800 Feet

1 inch = 400 feet



City of Missouri City

NOTICE OF PUBLIC HEARING

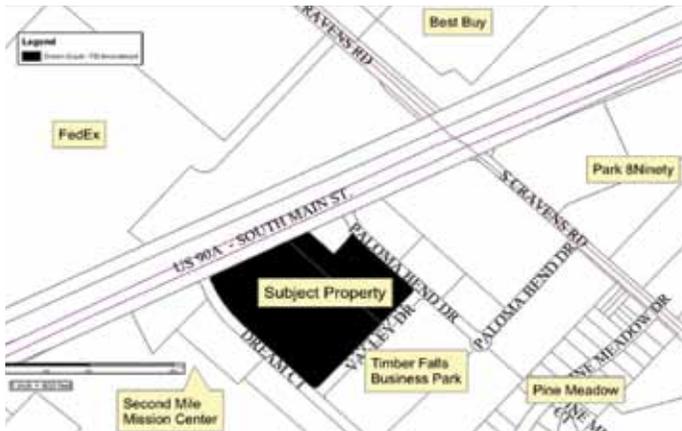
LOCATION/DATE: The City Council of the City of Missouri City will hold a public hearing on Monday, August 5, 2019, at the City Council Chambers – 2nd Floor, City Hall Building, 1522 Texas Parkway (FM-2234), Missouri City, Texas at 7:00 p.m.

PURPOSE: To receive comments for or against a request by Morgan Myers on behalf of the Tang City Community Village LLC, to amend the regulations and restrictions of PD, Planned Development District No. 34 pertaining to ordinance O-00-34 to allow for the development of office and warehouse and retail uses, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

SITE LOCATION: The subject site is located north of the Timber Falls Business Park, south of US 90A – South Main Street, east of the Second Mile Mission Center and west of S Cravens Road.

SITE LEGAL DESCRIPTION: The subject site can be described as being an approximate 9.4672 acre tract of land located in the B.B.B. & C. R. Survey, A-116, Fort Bend County, Texas, being part of Tract “D” and all of Tract “E” and Tract “G” of Tang City Plaza, a map or plat of which is recorded under Volume 33, Page 9 of the Map Records of Fort Bend County, Texas.

FOR MORE INFORMATION: Additional information and a map of the subject site are available for review at City Hall, Missouri City, Texas on Monday through Friday from 8:00 a.m. to 4:00 p.m. You may call 281-403-8600 or email the Development Services Department-Planning Division at planning@missouricitytx.gov for further information.





CITY COUNCIL AGENDA ITEM COVER MEMO

August 19, 2019

To: Mayor and City Council
Agenda Item: 6(c) – PD, Planned Development District #66 Amendment
Submitted by: Jennifer Thomas Gomez, AICP, Planning Manager

SYNOPSIS

This is the second and final reading of an ordinance to amend PD, Planned Development District No. 66 to allow for an integrated business development to include an existing child care center, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

The existing child care center is located at 4835 Highway 6. PD No. 66 is located north of Colonial Lakes Drive and Highway 6, south of a Kids R Kids Learning Academy, east of Star Cinema Grill, and west of a Holiday Inn. PD No. 66 includes a Spring Creek Barbeque, a Hampton Inn and Suites, American First National Bank and a Primeway Federal Credit Union.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Have quality development through buildout

BACKGROUND

PD, Planned Development District No. 66 was approved in 2007 to allow for a unified development to consist of uses permitted within the LC-3, retail district and a senior, independent living facility.

To date, several commercial and retail uses have been located within the PD including but not limited to a restaurant, banks, a hotel and a child care center.

Talent Academy, an existing child care center located within PD No. 66, has submitted a site plan and conceptual building elevations to depict a proposed expansion to their site and incorporate additional uses including a swimming school and a restaurant that does not serve alcoholic beverages. This PD amendment is being requested because this proposed expansion would create an integrated business development. The city's zoning ordinance prohibits child care centers from being located in a shopping center or an integrated business development.

Staff recommend approval. The Planning and Zoning Commission forwards a positive recommendation which includes a recommendation to create a shrub buffer between the child care center site and the shopping center to the west after comments made during the public hearing.

BUDGET ANALYSIS

Funding Source	Account Number	Project Code/Name	FY__ Funds Budgeted	FY__ Funds	Amount Requested
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				Available	
N/A					

Purchasing Review: N/A
Financial/Budget Review: N/A

Note: Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

SUPPORTING MATERIALS

1. Ordinance
2. Ordinance O-10-15
3. Application
4. Letter of owner authorization
5. Ortho map
6. Notice of public hearing
7. Rezoning application protest letters analysis
8. Protest letter: Nguyen
9. Support letter: Chang

STAFF'S RECOMMENDATION

Staff recommends approval of the ordinance on the second reading.

Director Approval: Otis T. Spriggs, AICP, Development Services Director

**Assistant City Manager/
City Manager Approval:** Bill Atkinson, Assistant City Manager

ORDINANCE NO. O-19-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING REGULATIONS IN PD PLANNED DEVELOPMENT DISTRICT NO. 66, CONSISTING OF A 24.701-ACRE TRACT OF LAND; DESCRIBING SAID 24.701-ACRE TRACT OF LAND; REGULATING AND RESTRICTING THE DEVELOPMENT AND USE OF PROPERTY WITHIN SUCH PD PLANNED DEVELOPMENT DISTRICT; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MISSOURI CITY; PROVIDING FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN; PROVIDING FOR REPEAL; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, PD Planned Development District No. 66 (“PD No. 66”) consists of a 24.701-acre tract of land within the corporate limits of the City of Missouri City, Texas (the “Property”), owned by Sweetwater Properties and other various entities and individual; and

WHEREAS, the Property presently has a zoning classification of PD Planned Development District No. 66 pursuant to Ordinance No. O-07-40 adopted on July 16, 2007, and later repealed, Ordinance No. O-09-01 adopted on January 5, 2009, and later repealed, and Ordinance No. O-10-15 adopted on April 19, 2010; and

WHEREAS, Sweetwater Properties, LLC, owner, by Xiaochun Li, president of Sweetwater Properties, LLC, has made application to the City of Missouri City to make amendments to PD No. 66, as authorized by the City of Missouri City Zoning Ordinance; and

WHEREAS, pursuant to Section 8.3 of the City of Missouri City Zoning Ordinance, said application was submitted to the City of Missouri City with proof of notice to all of the other property owners within the PD No. 66; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Missouri City have each conducted, in the time and manner and after the notice required by law and the City of Missouri City Zoning Ordinance, a public hearing on such requested amendments to PD No. 66; and

WHEREAS, the Planning and Zoning Commission has issued its final report and the City Council now deems it appropriate to grant such requested amendments to PD No. 66; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities, contribute to, enhance, or promote the welfare of the area of request and adjacent properties, not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. As required by law, the City Council of the City of Missouri City conducted the public hearing on the request to amend PD No. 66 and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. Presently said 24.701-acre tract of land has a zoning classification of PD Planned Development District No. 66. The property is more fully described in Exhibit "A," attached hereto and made a part hereof for all purposes (the "Property"), and is depicted in Exhibit "A-1" for reference purposes only. In the event Exhibit "A-1" conflicts with Exhibit "A," Exhibit "A" shall prevail.

Section 4. PD No. 66 shall be developed generally in accordance with the site plan and development schedule and elevations, Exhibit "B," attached hereto and made a part hereof, and is subject to the following regulations and restrictions:

- A. Purpose.** PD Planned Development District No. 66 presently comprise of Spring Creek Barbeque restaurant, First American National Bank, and undeveloped tracts. Improvements to the site will be designed to complement the overall urban design and nature of the surrounding area.
- B. Use regulations.** In PD Planned Development District No. 66, no building, structure, or land shall be used and no building or structure shall be hereafter erected, reconstructed, altered or enlarged except as provided by this Ordinance. The following uses shall be permitted:
 - 1. LC-3, Retail district.
 - 2. Senior, independent living facility, not to exceed 222 residential units, restricted to residents of at least fifty-five (55) years of age.
- C. Height and area regulations.** Except as set forth herein, the height and area regulations for PD No. 66 shall be as follows:

1. LC-3 – Retail District uses. The height and area regulations for LC-3, Retail District, contained in Section 7.12 of the City of Missouri City Zoning Ordinance shall apply to LC-3 uses.
2. Senior, independent living facility. Except as set forth herein, the height and area regulations for MF-2, Multifamily Residential District, contained in Section 7.9 of the City of Missouri City Zoning Ordinance shall apply to senior, independent living facility uses.
 - a. A maximum density of twenty-eight (28) units per gross platted acre shall be allowed.

D. Architecture, building regulations. Except as set forth herein, all buildings and structures constructed shall comply with the building codes of the City of Missouri City. All buildings and structures within the planned development shall meet the requirements of Section 7A, Architectural Design Standards, City of Missouri City Zoning Ordinance, for nonresidential, condominiums and multifamily developments, as applicable. Any use of temporary buildings, other than for construction trailers during construction, is prohibited.

1. The use of shingles, as shown in Exhibit “B” may be used as roofing material for the senior, independent living facility.
2. The construction and maintenance of a 6 foot-6 inch brick screen wall along the eastern and southern perimeters of the senior, independent living facility and of an 8-foot brick screen wall along the northern perimeter of said facility will satisfy the requirements of Subsection 7A.2.D1 of the City of Missouri City Zoning Ordinance.
3. Garages are not required.
4. A minimum of twenty-seven percent (27%) of the total parking provided for the senior, independent living facility shall be carports as shown in Exhibit “B.”
5. Flat roof structures may be allowed for carports.
6. A 4 inch by 12 inch by 16 foot cedar beam may be installed on the front of the Spring Creek Barbeque restaurant building as shown in Exhibit “C.”
7. Two (2) dark gray visible smoke stacks may be installed on top of the roof along the eastern side of the Spring Creek Barbeque restaurant building as shown in Exhibit “C.”
8. Wood may be installed on the south and west sides of the 9er’s Grill Restaurant building for signage as shown in Exhibit “D.”

9. Wood frames and mullions for exterior windows and doors may be used instead of the required anodized metal for the 9er's Grill Restaurant building as shown in Exhibit "D."
- E. Sound.** Sound emanating from uses located within the PD shall comply with the City of Missouri City Code of Ordinances. Additionally, the amplification of sound to the outside of buildings is prohibited.
- F. Landscaping, screening and buffering.** Except as set forth herein, the requirements of Section 11, Landscaping, of the City of Missouri City Zoning Ordinance shall apply.
1. Two (2) landscape islands along the southwest portion of the Spring Creek Barbeque restaurant development as shown in Exhibit "C" shall be a minimum of 7 feet and 6 feet in width.
- G. Utilities.** The provision and construction of utilities shall comply with the City of Missouri City Infrastructure Code. First Colony Municipal Utility District Number 9 is the supplier of water and wastewater services to PD District No. 66.
- H. Ingress and egress.** All driveways and off-street parking areas shall comply with the City of Missouri City Infrastructure Code.
- I. Parking regulations.** Except as set forth herein, the requirements of Section 12, Parking Regulations, of the City of Missouri City Zoning Ordinance shall apply.
1. For any office-condominium building, sufficient parking to comply with Section 12, Parking Regulations, of the City of Missouri City Zoning Ordinance shall be provided, but in no event shall the parking exceed 5 parking spaces per 1,000 gross square feet of office-condominium space.
 2. A minimum of one (1) parking space per residential unit is required for senior, independent living facility.
 3. A maximum of eighty-seven (87) parking spaces may be allowed for the Spring Creek Barbeque restaurant development as shown in Exhibit "C."
- J. Signage.** The signage regulations for PD No. 66 shall be as follows:
1. LC-3 – Retail District uses. The sign regulations for LC-3, Retail District, contained in Section 13 of the City of Missouri City Zoning Ordinance shall apply to LC-3 uses.

2. Institution for mentally impaired persons uses. The sign regulations for LC-3, Retail District, contained in Section 13 of the City of Missouri City Zoning Ordinance shall apply to institution for mentally impaired persons uses.

K. Fence regulations. The fence regulations for PD No. 66 shall be as follows:

1. LC-3 – Retail District uses. The fence regulations for LC-3, Retail District, contained in Section 14 of the City of Missouri City Zoning Ordinance shall apply to LC-3 uses.
2. Senior, independent living facility. The fence regulations for MF-2, Multifamily Residential, contained in Section 14 of the City of Missouri City Zoning Ordinance shall apply to the senior, independent living facility.

L. Sidewalks. Sidewalks shall meet the requirements of the City of Missouri City Infrastructure Code.

M. Trash disposal areas. Trash disposal areas shall meet the requirements of Section 9.14 of the City of Missouri City Zoning Ordinance. Trash disposal areas shall be screened by masonry enclosures, a minimum of eight (8) feet in height.

N. Lighting. Lighting shall comply with Section 7.12 of the City of Missouri City Zoning Ordinance.

O. Outdoor sales, display, and storage. Outdoor sales, display and storage shall be prohibited.

P. Parkland. The development of the senior, independent living facility shall comply with the requirements of Section 82-174 of the City of Missouri City Subdivision Ordinance in regards to the dedication of land for neighborhood parks and the reservation of land for public purposes. A parkland proposal must be approved by the City Council prior to the issuance of building permits for the senior, independent living facility.

Q. Development schedule. PD Planned Development District, this development site plan and schedule shall expire on the fifth anniversary of the date the first planned development application was filed if no progress has been made towards completion of this project. Property owners shall submit a new site plan and schedule to the planning commission for revisions or at the expiration of the site plan and development schedule, in compliance with the procedures established by the City Code of Missouri City, as amended.

R. Talent Academy-Phase II. The Talent Academy, located at the 0089 WM STAFFORD, ACRES 2.825, Reserve "B" (Commercial), Block 1, Colonial Lakes Village Phase II Replat No. Three (The Talent Academy Property), of PD No. 66, shall be developed generally in accordance with the site plan, Exhibit "E," attached hereto and made a part hereof, and is subject to the following additional regulations and restrictions:

1. The Talent Academy Property may be used as a child-care center and the accessory uses to that use, and said child-care center use may be included within an integrated business development.
2. The property owner of the Talent Academy Property shall plant and maintain a 30-inch high row of shrubbery to screen between the Talent Academy Property northern property line.
3. This development site plan and schedule shall expire on the fifth anniversary of the date the Talent Academy Property amendment to the planned development application was first filed if no progress has been made towards completion of this project. Property owners shall submit a new site plan and schedule to the planning commission for revisions or at the expiration of the site plan and development schedule, in compliance with the procedures established by the City Code of Missouri City, as amended.

Section 5. The Zoning District Map of the City of Missouri City shall be revised and amended to show the zoning classification of the Property, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of this change.

Section 6. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, save and except the change in zoning classification of the Property and the imposition of the findings, regulations, restrictions and conditions applicable to PD No. 66 contained herein.

Section 7. *Comprehensive plan deviation.* To the extent this Ordinance represents any deviation from the Future Land Use and Character map of the City of Missouri City Comprehensive Plan, such map is hereby amended to conform with this Ordinance.

Section 8. *Repeal.* Ordinance No. O-10-15 adopted on April 19, 2010, and any ordinance or parts of ordinances in conflict herewith shall be and are hereby repealed only to the extent of such conflict.

Section 9. *Penalty.* Any person, firm, partnership, association, corporation, company, or organization of any kind who or which violates any provision of this zoning ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed Five Hundred Dollars (\$500.00). Each day during which said violation shall exist or occur shall constitute a separate offense. The owner or owners of any property or of premises where any violation of this zoning ordinance shall occur, and any agent, contractor, builder, architect, person, or corporation who shall assist in the commission of such offense shall be guilty of a separate offense unless otherwise prohibited by law and, upon conviction thereof, shall be punished as above provided.

Section 10. *Severability.* In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this 5th day of August, 2019.

PASSED, APPROVED and ADOPTED on second and final reading this 19th day of August, 2019.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

Jamilah Way, First Assistant City
Attorney, for E. Joyce Iyamu, City
Attorney



24.701 ACRES
1,075,960 SQUARE FEET
WILLIAM STAFFORD LEAGUE
ABSTRACT 89
CITY OF MISSOURI CITY
FORT BEND COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 24.701 acre (1,075,960 square feet) tract of land located in the William Stafford League, Abstract Number 89, City of Missouri City, Fort Bend County, Texas, said 24.701 acre tract of land being described in deed to Diamond Plaza Development, L.P., recorded under Fort Bend County Clerk's File No. 2006055281, said 24.701 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas State Plane Coordinate System, South Central Zone, NAD 1983, based on the Cornerstone Co-op CORS ARP, COR ID CMS1, N.G.S. PID DE8140, theta angle = +01°44'10.5".)

BEGINNING at a 5/8-inch iron rod with cap found at the most westerly southwest corner of said 24.701 acre tract, being on the northeasterly right-of-way line of State Highway 6 (based on a width of 180 feet), and being the westerly corner of a called 1.377 acre tract described in deed to Colonial Lakes Project, Ltd. recorded under Fort Bend County Clerk's File No. 2006122261;

THENCE, North 53°25'50" West, along said northeasterly right-of-way line of State Highway 6, a distance of 973.77 feet, to a 5/8-inch iron rod with cap found at the most southerly corner of a called 1.056 acre tract described in deed to First Berke Portfolio, L.P. recorded under Fort Bend County Clerk's File No. 1999008290 and marking the most westerly corner of the herein described tract;

THENCE, North 36°34'10" East, departing said northeasterly right-of-way line of State Highway 6 and along the northwesterly line of said 24.701 acre tract, the southeasterly line of said called 1.056 acre tract and the southeasterly line of a called 2.509 acre tract described in deed to Egvinvest Outparcel Owner, Ltd. recorded under Fort Bend County Clerk's File No. 2006047927, distance of 796.80 feet, to a 5/8-inch iron rod found and marking the most northerly corner of the herein described tract, the most easterly corner of said called 2.509 acre tract and an exterior corner of a called 6.000 acre tract described in deed to Cartwright Road Meadows, L.L.C. recorded under Fort Bend County Clerk's File No. 2005141557;

THENCE, South 80°02'00" East, along the northerly line of said 24.701 acre tract, the southerly line of said 6.000 acre tract and the southerly line of a called 2.323 acre tract described in deed to Deldar, L.L.C. recorded under Fort Bend County Clerk's File No. 1999103359, a distance of 863.06 feet, to a "P-K" nail found and marking the easterly corner of the herein described tract, the southerly corner of said called 2.323 acre tract and being on the westerly right-of-way line of Colonial Lakes Drive (based on a width of 100 feet) recorded under Slide No. 1358B of the Fort Bend County Map Records;



THENCE, South $01^{\circ}34'24''$ West, along said westerly right-of-way line of Colonial Lakes Drive, a distance of 412.70 feet, to the point of curvature of a curve to the right and an exterior corner of the herein described tract, from which a 5/8-inch iron rod bears North $76^{\circ}58'59''$ West, a distance of 0.15 feet;

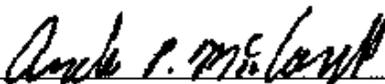
THENCE, in a southwesterly direction, along a curve to the right and said westerly right-of-way line of Colonial Lakes Drive, having a radius of 1,150.00 feet, a central angle of $31^{\circ}49'32''$ (chord bears, South $17^{\circ}29'18''$ West, 630.60 feet) and an arc distance of 638.78 feet, to the east corner of aforesaid called 1.377 acre tract and marking the most easterly southeast corner of the herein described tract, from which a 5/8-inch iron rod found bears North $44^{\circ}01'05''$ West, a distance of 0.23 feet;

THENCE, North $56^{\circ}36'04''$ West, along the common line of aforesaid 24.701 acre tract and said called 1.377 acre tract, a distance of 40.01 feet, to an angle point and marking an interior corner of the herein described tract, from which a 5/8-inch iron rod bears North $62^{\circ}56'18''$ West, a distance of 0.26 feet;

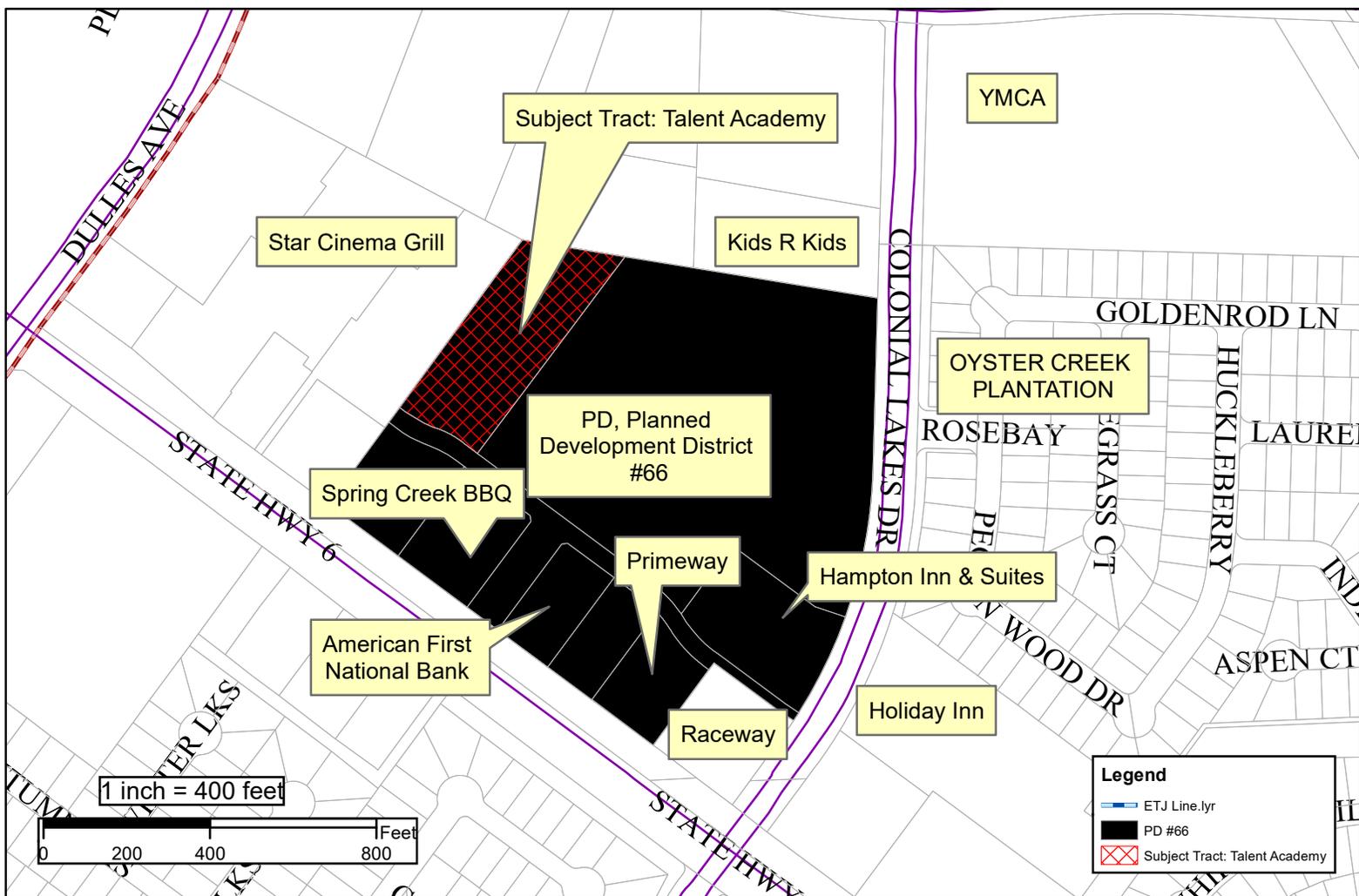
THENCE, North $53^{\circ}25'50''$ West, continuing along said common line, a distance of 200.83 feet, to a 5/8-inch iron rod found and marking an interior corner of the herein described tract and most northerly corner of said called 1.377 acre tract;

THENCE, South $36^{\circ}34'10''$ West, continuing along said common line, a distance of 247.04 feet, to the POINT OF BEGINNING and containing a computed area of 24.701 acres (1,075,960 square feet) of land as depicted on the ALTA/ACSM Land Title Survey dated: March 28, 2006, prepared by West Belt Surveying, Inc., Project No. S546-0060A.

West Belt Surveying, Inc.
21020 Park Row
Katy, Texas 77449
(281) 599-8288


Andrew P. McConnell Date: 03/26/07
Texas Registration No. 5356





COLONIAL LAKES VILLAGE
 MISSOURI LAKES LAND DEVELOPMENT
 MISSOURI CITY, TEXAS



ORB
 Office of Rich Barber Architecture, LLC

4530 North 40th Street
 Phoenix, AZ 85018
 Phone: 602.430.1000
 Fax: 602.430.1001
 Website: www.ORBArch.com



NORTH ELEVATION
 SCALE: 1" = 32'-0"



WEST ELEVATION
 SCALE: 1" = 32'-0"



EAST ELEVATION
 SCALE: 1" = 32'-0"

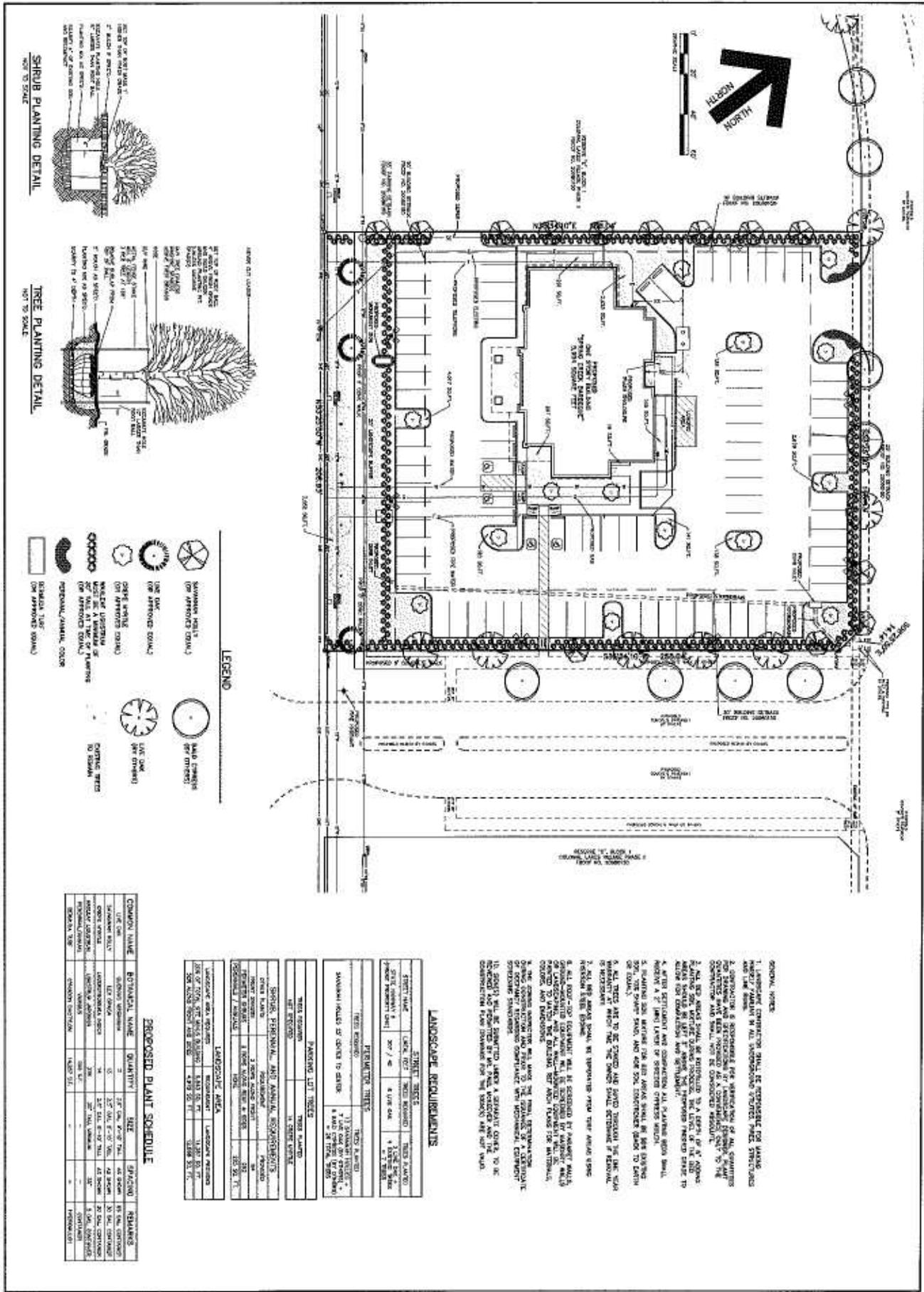


SOUTH ELEVATION
 SCALE: 1" = 32'-0"

REVISIONS

DATE: 08/15/2010 ORB # 04-028

A3.60
 PRELIMINARY
 EXTERIOR ELEVATIONS



PROPOSED PLANT SCHEDULE

COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	SPACING	REMARKS
SHRUB PLANTING	SHRUB PLANTING	2	24" DIA. x 18" H.	48" DIA.	8" DIA. SPACING
TREE PLANTING	TREE PLANTING	2	24" DIA. x 18" H.	48" DIA.	8" DIA. SPACING
SHRUB PLANTING	SHRUB PLANTING	2	24" DIA. x 18" H.	48" DIA.	8" DIA. SPACING
TREE PLANTING	TREE PLANTING	2	24" DIA. x 18" H.	48" DIA.	8" DIA. SPACING

LANDSCAPE REQUIREMENTS

STREET	THICKNESS	WIDTH	DEPTH
STREET	12"	12"	12"
STREET	12"	12"	12"
STREET	12"	12"	12"

GENERAL NOTES

- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DIMENSIONS AND SPACING OF ALL PLANTINGS AND TREE PLANTINGS.
- ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND SCHEDULE.
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LANDSCAPE PLAN FROM PDI

DATE: OCT 21, 2008

SCALE: 1" = 20'

PROJECT NO: 08-012

DATE: OCT 21, 2008

SCALE: 1" = 20'

PROJECT NO: 08-012

REVISIONS

NO.	DESCRIPTION
1	ISSUED

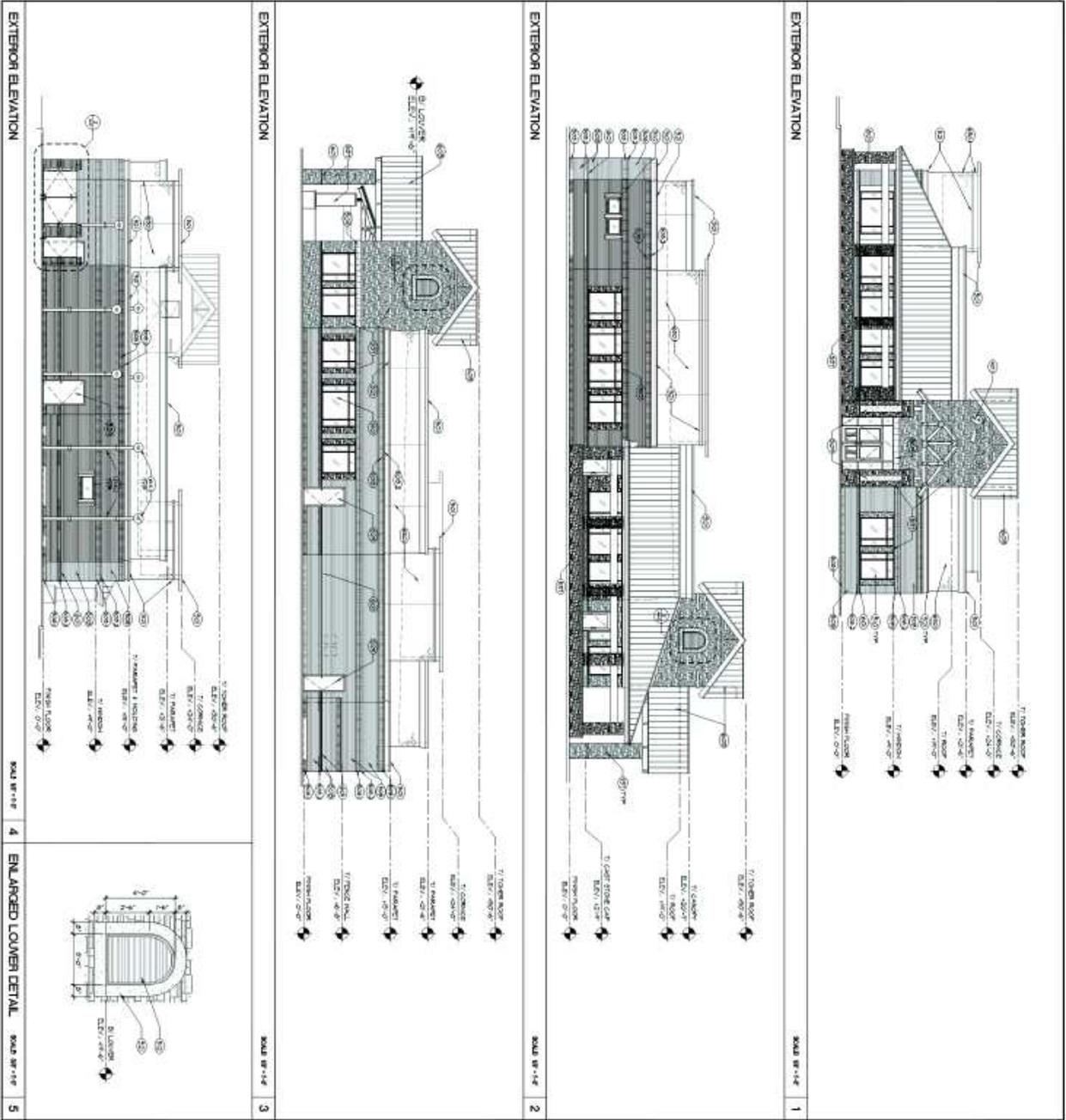
PROJECT:
SPRING CREEK BARBEQUE
 RESERVE "F" BLOCK 1
 COLONIAL LAKES VILLAGE PHASE I
 4890 STAZIE HIGHWAY 8 AT COLONIAL LAKES DRIVE
 MISSOURI CITY, FORT BEND COUNTY, TEXAS 77459

OWNER:
 OVERALL FAMILY INVESTMENTS, LTD.
 2046 N. INTERSTATE 30 APO
 ARLINGTON, TX 76010
 817 333 467-6966
 CONTACT: BILLY NEWELL



JDJR ENGINEERS & CONSULTANTS, INC.
 ENGINEERS - SURVEYORS - LAND PLANNERS

5900 Texas Drive Suite 100 Irving, Texas 75039
 Tel: 972-552-3538 Fax: 972-552-5996



200	REINFORCED CONCRETE FLOOR SLAB, SEE STRUCTURAL DRAW
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600	LIQUID APPLIED MEMBRANE ROOFING
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800	LIQUID APPLIED MEMBRANE ROOFING
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9800	LIQUID APPLIED MEMBRANE ROOFING
9900	LIQUID APPLIED MEMBRANE ROOFING
10000	LIQUID APPLIED MEMBRANE ROOFING

9NER'S GRILL
4925 HIGHWAY 6
MISSOURI CITY, TEXAS 77459-4197

STMI & Associates
855 EAST PARK, SUITE 100
HOUSTON, TEXAS 77058
PH: 281.281.1111
WWW.STMI-ARCHITECTS.COM

9NER'S GRILL
MISSOURI CITY, TEXAS

DATE: 10/20/10
DRAWN BY: JACOB
CHECKED BY: JACOB
PROJECT NO.: 1000000000
SHEET NO.: 0000000000

PROJECT NO.: 1000000000
SHEET NO.: 0000000000

ORDINANCE NO. O-10-15

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING REGULATIONS IN PD PLANNED DEVELOPMENT DISTRICT NO. 66, CONSISTING OF A 24.701-ACRE TRACT OF LAND; DESCRIBING SAID 24.701-ACRE TRACT OF LAND; REGULATING AND RESTRICTING THE DEVELOPMENT AND USE OF PROPERTY WITHIN SUCH PD PLANNED DEVELOPMENT DISTRICT; REFERENCING A SITE DEVELOPMENT PLAN APPLICABLE TO SAID DISTRICT; PROVIDING FOR CERTAIN CONSTRUCTION ACCORDING TO SAID PLAN; AMENDING THE ZONING DISTRICT MAP OF THE CITY AS ADOPTED BY ORDINANCE NO. O-81-1 ADOPTED ON JANUARY 19, 1981, AS AMENDED; REPEALING ORDINANCE NO. O-09-01 ADOPTED ON JANUARY 5, 2009; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * *

WHEREAS, PD Planned Development District No. 66 consists of a 24.701-acre tract of land within the corporate limits of the City of Missouri City, Texas, owned by A-S 105 Colonial Lakes Town Center L.P.; by Carroll Family Investments, Ltd.; by American First National Bank; and by HQ HWY 6 LLC; and

WHEREAS, said 24.701-acre tract of land presently has a zoning classification of PD Planned Development District No. 66 under Ordinance Nos. O-07-40 adopted on July 16, 2007, later repealed, and O-09-01 adopted on January 5, 2009, the City of Missouri City Zoning Ordinance, as amended; and

WHEREAS, Mina Barekzei, on behalf of and with the consent of the owners, has made application to the City of Missouri City to make amendments to PD Planned Development District No. 66, as authorized by the City of Missouri City Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Missouri City have each conducted, in the time and manner and after the notice required by law and the City of Missouri City Zoning Ordinance, a public hearing on such requested amendments to PD Planned Development District No. 66; and

WHEREAS, the Planning and Zoning Commission has issued its final report and the City Council now deems it appropriate to grant such requested amendments to PD Planned Development District No. 66; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. As required by law, the City Council of the City of Missouri City conducted the public hearing on the request to amend PD Planned Development District No. 66 and closed the public hearing prior to final adoption of this Ordinance.

Section 3. Presently, said 24.701-acre tract of land has a zoning classification of PD Planned Development District No. 66. The 24.701-acre tract of land is more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Section 4. PD Planned Development District No. 66 shall be developed generally in accordance with the site development plan and elevations, Exhibit "B," attached hereto and made a part hereof, and is subject to the following regulations and restrictions:

A. Purpose. PD Planned Development District No. 66 is presently comprised of the Spring Creek Barbeque restaurant, First American National Bank, and undeveloped tracts. Improvements to the site will be designed to complement the overall urban design and nature of the surrounding area.

B. Use regulations. In PD Planned Development District No. 66, no building, structure, or land shall be used and no building or structure shall be hereafter erected, reconstructed, altered or enlarged except as provided by this Ordinance.

The following uses shall be permitted:

1. LC-3, Retail District.
2. Senior, independent living facility, not to exceed 222 residential units, restricted to residents of at least fifty-five (55) years of age.

C. Height and area regulations. Except as set forth herein, the height and area regulations for PD Planned Development District No. 66 shall be as follows:

1. LC-3 – Retail District uses. The height and area regulations for LC-3, Retail District, contained in Section 7.12 of the City of Missouri City Zoning Ordinance shall apply to LC-3 uses.
2. Senior, independent living facility. Except as set forth herein, the height and area regulations for MF-2, Multifamily Residential District, contained in Section 7.9 of the City of Missouri City Zoning Ordinance shall apply to the senior, independent living facility uses.

- a. A maximum density of twenty-eight (28) units per gross platted acre shall be allowed.

D. Architecture, building regulations. Except as set forth herein, all buildings and structures constructed shall comply with the building codes of the City of Missouri City. All buildings and structures within the planned development shall meet the requirements of Section 7A, Architectural Design Standards, City of

Missouri City Zoning Ordinance, for nonresidential, condominiums and multifamily developments, as applicable. Any use of temporary buildings, other than for construction trailers during construction, is prohibited.

1. The use of shingles, as shown in Exhibit "B," may be used as roofing material for the senior, independent living facility.
 2. The construction and maintenance of a 6 foot-6 inch brick screen wall along the eastern and southern perimeters of the senior, independent living facility and of an 8-foot brick screen wall along the northern perimeter of said facility will satisfy the requirements of Subsection 7A.2.D.1 of the City of Missouri City Zoning Ordinance.
 3. Garages are not required.
 4. A minimum of twenty-seven percent (27%) of the total parking provided for the senior, independent living facility shall be carports as shown in Exhibit "B."
 5. Flat roof structures may be allowed for carports.
 6. A 4 inch by 12 inch by 16 foot cedar beam may be installed on the front of the Spring Creek Barbeque restaurant building as shown in Exhibit "C."
 7. Two (2) dark gray visible smoke stacks may be installed on top of the roof along the eastern side of the Spring Creek Barbeque restaurant building as shown in Exhibit "C."
 8. Wood may be installed on the south and west sides of the 9er's Grill Restaurant building for signage as shown in Exhibit "D."
 9. Wood frames and mullions for exterior windows and doors may be used instead of the required anodized metal for the 9er's Grill Restaurant building as shown in Exhibit "D."
- E. Sound.** Sound emanating from uses located within the PD shall comply with the City of Missouri City Code of Ordinances. Additionally, the amplification of sound to the outside of buildings is prohibited.
- F. Landscaping, screening and buffering.** Except as set forth herein, the requirements of Section 11, Landscaping, of the City of Missouri City Zoning Ordinance shall apply.
1. Two (2) landscape islands along the southwest portion of the Spring Creek Barbeque restaurant development as shown in Exhibit "C" shall be a minimum of 7 feet and 6 feet in width.

- G. Utilities.** The provision and construction of utilities shall comply with the City of Missouri City Infrastructure Code. First Colony Municipal Utility District Number 9 is the supplier of water and wastewater services to PD Planned Development District No. 66.
- H. Ingress and egress.** All driveways and off-street parking areas shall comply with the City of Missouri City Infrastructure Code.
- I. Parking regulations.** Except as set forth herein, the requirements of Section 12, Parking Regulations, of the City of Missouri City Zoning Ordinance shall apply.
1. For any office-condominium building, sufficient parking to comply with Section 12, Parking Regulations, of the City of Missouri City Zoning Ordinance shall be provided, but in no event shall the parking exceed 5 parking spaces per 1,000 gross square feet of office-condominium space.
 2. A minimum of one (1) parking space per residential unit is required for the senior, independent living facility.
 3. A maximum of eighty-seven (87) parking spaces may be allowed for the Spring Creek Barbeque restaurant development as shown in Exhibit "C."
- J. Signage.** The signage regulations for PD Planned Development District No. 66 shall be as follows:
1. LC-3 – Retail District uses. The sign regulations for LC-3, Retail District, contained in Section 13 of the City of Missouri City Zoning Ordinance shall apply to LC-3 uses.
 2. Senior, independent living facility. The sign regulations for MF-2, Multifamily Residential District, contained in Section 13 of the City of Missouri City Zoning Ordinance shall apply to the senior, independent living facility.
- K. Fence regulations.** The fence regulations for PD Planned Development District No. 66 shall be as follows:
1. LC-3 – Retail District uses. The fence regulations for LC-3, Retail District, contained in Section 14 of the City of Missouri City Zoning Ordinance shall apply to LC-3 uses.
 2. Senior, independent living facility. The fence regulations for MF-2, Multifamily Residential District, contained in Section 14 of the City of Missouri City Zoning Ordinance shall apply to the senior, independent living facility.

- L. Sidewalks.** Sidewalks shall meet the requirements of the City of Missouri City Infrastructure Code.
- M. Trash disposal areas.** Trash disposal areas shall meet the requirements of Section 9.14 of the City of Missouri City Zoning Ordinance. Trash disposal areas shall be screened by masonry enclosures, a minimum of eight (8) feet in height.
- N. Lighting.** Lighting shall comply with Section 7.12 of the City of Missouri City Zoning Ordinance.
- O. Outdoor sales, display, and storage.** Outdoor sales, display and storage shall be prohibited.
- P. Parkland.** The development of the senior, independent living facility shall comply with the requirements of Section 82-174 of the City of Missouri City Subdivision Ordinance in regards to the dedication of land for neighborhood parks and the reservation of land for public purposes. A parkland proposal must be approved by the City Council prior to the issuance of building permits for the senior, independent living facility.
- Q. Development schedule.** Pursuant to Section 8, PD Planned Development District, this ordinance shall expire on the fifth anniversary of the date the first planned development application was filed if no progress has been made towards completion of this project.

Section 5. The Zoning District Map of the City of Missouri City shall be revised and amended to show the zoning classification of said 24.701-acre tract of land as provided in Section 3 hereof, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of this change.

Section 6. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Missouri City, save and except the change in zoning classification of the 24.701-acre tract of land described in Section 3 hereof and the imposition of the findings, regulations, restrictions and conditions applicable to PD Planned Development District No. 66 contained herein.

Section 7. Ordinance Number O-09-01, adopted by the City Council of the City of Missouri City on January 5, 2009, is hereby repealed. Any other ordinance or parts of ordinances in conflict herewith shall be and are hereby repealed only to the extent of such conflict.

Section 8. **Penalty.** Any person, firm, partnership, association, corporation, company, or organization of any kind who or which violates any provision of this zoning ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed Five Hundred Dollars (\$500.00). Each day during which said violation shall exist or occur shall constitute a separate offense. The owner or owners of any property or of premises where any violation of this zoning ordinance shall occur,

and any agent, contractor, builder, architect, person, or corporation who shall assist in the commission of such offense shall be guilty of a separate offense unless otherwise prohibited by law and, upon conviction thereof, shall be punished as above provided.

Section 9. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this 1st day of February, 2010.

PASSED, APPROVED and ADOPTED on second and final reading this 19th day of April, 2010.



Allen Owen, Mayor

ATTEST:



Patrice Fogarty, City Secretary

APPROVED AS TO FORM:



Caroline Kelley, City Attorney



**DEVELOPMENT SERVICES DEPARTMENT
Planning & Development Division**

1522 Texas Parkway
Missouri City, Texas 77489
281-403-8600 (Office) ■ 281-208-5551 (Fax)
www.missouricitytx.gov

APPLICATION FOR:

- Check One:
 SPECIFIC USE PERMIT
 SPECIFIC USE PERMIT AMENDMENT
 PLANNED DEVELOPMENT DISTRICT
 PLANNED DEVELOPMENT DISTRICT AMENDMENT

**SEE EXHIBITS "A" (PAGE 7), "B", AND "C" (PAGE 8)
FOR INFORMATION REQUIRED FOR COMPLETE APPLICATION SUBMITTAL**

1. Project Name:	Talent Academy - Phase II
2. Address/Location of Property:	4835 Highway 6, Missouri City, TX 77459
3. Applicant's Name:	Xiaochun Liu
Mailing Address:	4835 Highway 6, Missouri City, TX 77459
Phone No.:	(832) 528 - 0880
Email:	xiachunyu2013@icloud.com
4. Status of Applicant:	<input checked="" type="radio"/> Owner <input type="radio"/> Agent <input type="radio"/> Attorney <input type="radio"/> Trustee <input type="radio"/> Corporation <input type="radio"/> Relative (If other than Owner, submit written authorization from Owner with application.)
5. Property Owner:	Sweetwater Properties LLC
Mailing Address:	4835 Highway 6, Missouri City, TX 77459
Phone No.:	(832) 528- 0880
Email:	xiachunyu2013@icloud.com
6. Existing Zoning District:	PD-66
7. Total Acreage:	2.8250
8. Proposed Development and Reasons for Application:	Original zoning is for single skill education programs. The Phase II building will integrate a swimming academy, a dance studio, an art studio, a Kungfu studio and non-alcohol commercial restaurants.
9. Legal Description of the Property (If the legal description is a portion of a lot, then a metes and bound description of the tract must be submitted with application.):	Please refer to attached survey
10. Central Appraisal District tax identification numbers of property (Attach Paid Tax Receipts):	EIN# 27-0224408
11. Do deed restrictions or restrictive covenants exist for the property? (Circle One):	YES <input checked="" type="radio"/> NO
12. Does this application include an Architectural Design Review: (Circle One):	YES <input checked="" type="radio"/> NO
FILING FEE: \$1,200.00	

Hand deliver completed application form with the filing fee and required information to:

**Development Services Department
1522 Texas Parkway (FM 2234)
Missouri City, TX 77489**

By submitting this application you are permitting City staff to enter the site in order to post and remove public notice signs.

Xiaochun Liu
Print Name of Applicant

Signature of Applicant

Sweetwater Properties LLC
Print Name of Property Owner

Signature of Property Owner, Agent or Attorney

Sweetwater Properties LLC

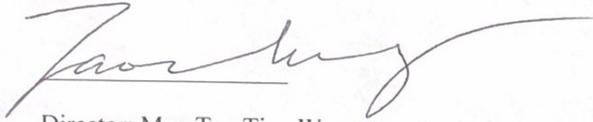
4835 Highway 6, Missouri City, Tx 77459 832-528-0880

TO: Whom it may concern :

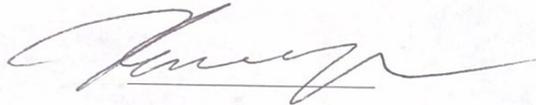
This letter is to certify that Ms. Xiaochun Liu is president of Sweetwater Property LLC, and she is authorized to sign for all matters with this company Sweetwater Properties.

Sincerely,

Sweetwater Properties LLC



Director: Mrs. Tao Tina Wang



President: Ms. Jenny Liu

June 21, 2019



Subject Tract: Talent Academy

Star Cinema Grill

Kids R Kids

YMCA

OYSTER CREEK PLANTATION

PD, Planned Development District #66

Spring Creek BBQ

Primeway

Hampton Inn & Suites

American First National Bank

Raceway

Holiday Inn

LAKE COLONY

1 inch = 400 feet

0 200 400 800 Feet

Legend

-  ETJ Line.lyr
-  PD #66
-  Subject Tract: Talent Academy



City of Missouri City

NOTICE OF PUBLIC HEARING

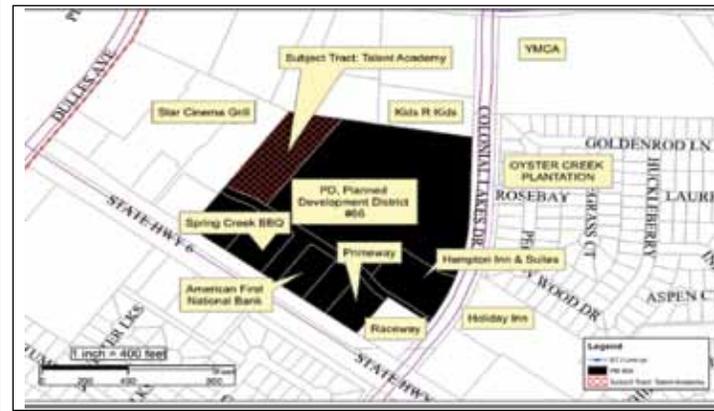
LOCATION/DATE: The City Council of the City of Missouri City will hold a public hearing on Monday, August 5, 2019, at the City Council Chambers – 2nd Floor, City Hall Building, 1522 Texas Parkway (FM-2234), Missouri City, Texas at 7:00 p.m.

PURPOSE: To receive comments for or against a request by Xiaochun Liu, to amend PD, Planned Development District #66 to allow for an integrated business development to include an existing child care center, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

SITE LOCATION: The existing child care center is located at 4835 Highway 6. PD #66 is located north of Colonial Lakes Drive and Highway 6, south of a Kids R Kids Learning Academy located at 2850 Colonial Lakes Drive, east of Star Cinema Grill located at 4811 Highway 6, and west of a Holiday Inn at 5007 Highway 6. PD #66 includes a Spring Creek Barbeque at 4895 Highway 6, a Hampton Inn and Suites at 4909 Highway 6, American First National Bank at 4915 Highway 6 and a Primeway Federal Credit Union at 4935 Highway 6.

SITE LEGAL DESCRIPTION: PD #66 can be described as being both Colonial Lakes Village as recorded as instrument number 2008027 and as Colonial Lakes Village Phase II as recorded as instrument number 20080150 in the Official Public Records of Fort Bend County, Texas, as replatted and amended as Colonial Lakes Phase II Replat No. One, recorded as instrument number 20090022; Amending Plat of Colonial Lakes Phase II Replat No. One, recorded as instrument number 20100055, Colonial Lakes Phase Two Replat No. Two, recorded as instrument number 20110134, and Colonial Lakes Phase Two Replat No. Three, recorded as instrument number 20150097 all as recorded in the Official Public Records of Fort Bend County, Texas.

FOR MORE INFORMATION: Additional information and a map of the subject site are available for review at City Hall, Missouri City, Texas on Monday through Friday from 8:00 a.m. to 4:00 p.m. You may call 281-403-8600 or email the Development Services Department-Planning Division at planning@missouricitytx.gov for further information.



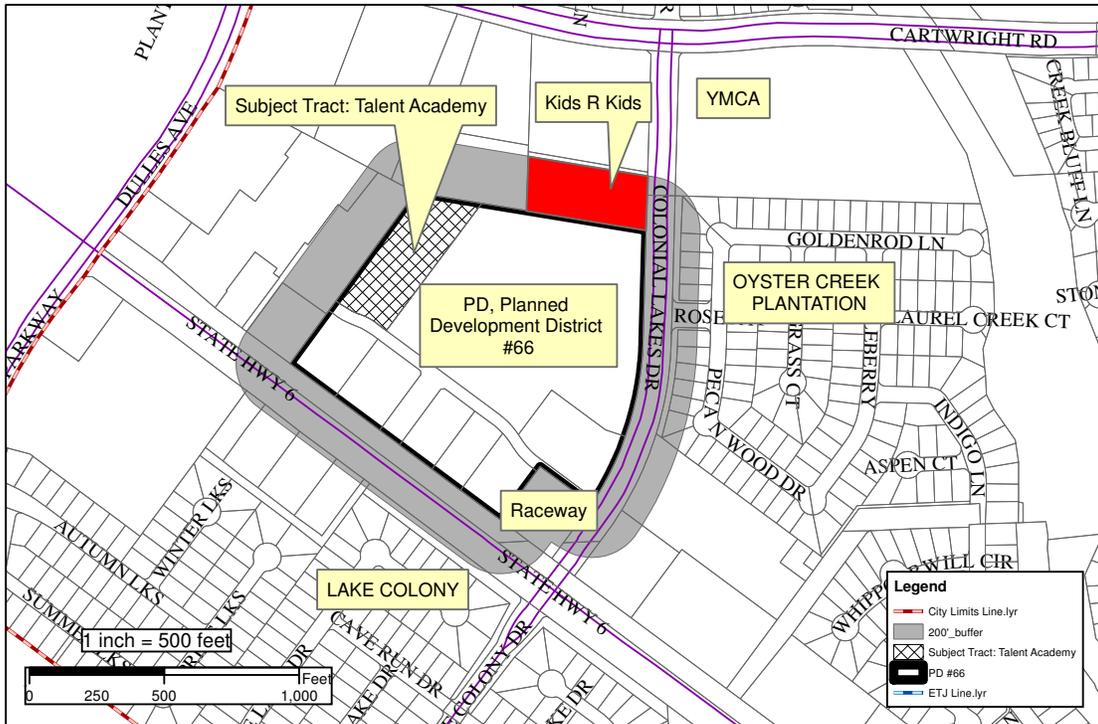
City of Missouri City, Texas
Development Services Department – Planning Division
Rezoning Application Protest Letters Analysis

Application: Talent Academy - PD 66 Amendment
City Council First Reading: August 5, 2019

Protest Letters Received

Name	Property Address OR Fort Bend County Account Number	Land Area (Square Feet) Within 200 Feet
Nguyen XY LLC (Trac Nguyen)	2850 Colonial Lakes Dr	90,075.63
Total Area Represented by Protest(s):		90,075.63
Total Land Area <i>Including</i> Subject Site:		2,024,527.99
Subject Site <i>Only</i> Land Area:		1,075,975.56
Total Land Area <i>Only Within 200 Feet</i> of Subject Site:		948,552.43
Protest(s) Percentage of Land Area Within 200 Feet:		9%

Note: A total of 1 letter of support and 1 letter of protest has been received for the application request as of July 30, 2019.





DEVELOPMENT SERVICES – PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

June 28, 2019

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

The Planning and Zoning Commission of the City of Missouri City will hold a public hearing:
Wednesday, July 10, 2019
City Council Chambers
2nd Floor, City Hall Building
1522 Texas Parkway (FM 2234); 7:00 PM

To receive comments for or against a request by Xiaochun Liu, to amend PD, Planned Development District #66 to allow for an integrated business development to include an existing child care center, and to the extent such rezoning deviates from the Future Land Use and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

This letter is being sent to property owners within 200' of the subject property as required by law. It is also sent to others on request.

Dear City Representatives:

[check] I/We protest this proposed rezoning because

[line] of business reasons.

I/We support this proposed rezoning because

[empty box]

Sincerely, [Signature]

Signature

2850 Colonial Lakes Dr.

Street Address

281-261-6442 Return to:

Phone Number

Trac Nguyen

Print Name

Subdivision

Development Services Department
1522 Texas Parkway
Missouri City, TX 77489
FAX (281)403-8962

The Texas Public Information Act provides the right of the public to access information that governmental bodies produce and how governmental bodies should respond. By submitting this letter to the City, the personal information included can be accessed by the public subject to this Act. Please print and sign your name below if you do not consent to the release of your personal information to the public.

Trac Nguyen

Print Name

[Signature]

Signature

City of Missouri City, TX

Received

JUL 11 2019

Planning Division



DEVELOPMENT SERVICES - PLANNING DIVISION

1522 TEXAS PARKWAY

MISSOURI CITY, TEXAS 77489

Received -
Development
Services Planning
Division 07/08/2019

June 28, 2019

CITY OF MISSOURI CITY, TEXAS
Planning and Zoning Commission

The Planning and Zoning Commission of the City of Missouri City will hold a public hearing:
Wednesday, July 10, 2019
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1522 Texas Parkway (FM 2234); 7:00 PM

To receive comments for or against a request by Xiaochun Liu, to amend PD, Planned
Development District #66 to allow for an integrated business development to include an
existing child care center, and to the extent such rezoning deviates from the Future Land Use
and Character map of the Comprehensive Plan, to provide for an amendment therefrom.

This letter is being sent to property owners within 200' of the subject property as required by law.
It is also sent to others on request.

Dear City Representatives:

I/We protest this proposed rezoning because

Handwritten checkmark and empty box for protest reasons

I/We support this proposed rezoning because

Empty box for support reasons

Sincerely,

Handwritten signature of Andy Chang

ANDY CHANG

Signature

Print Name

Handwritten signature of Jean Chang

Jean CHANG

Street Address 9900 Scotch Broom Ct

Subdivision

POTOMAC, MD 20854 Return to:

Development Services Department

Phone Number

1522 Texas Parkway

Missouri City, TX 77489

FAX (281)403-8962

(301) 983-8295

The Texas Public Information Act provides the right of the public to access information that
governmental bodies produce and how governmental bodies should respond. By submitting this
letter to the City, the personal information included can be accessed by the public subject to this
Act. Please print and sign your name below if you do not consent to the release of your personal
information to the public.

Print Name

Signature



CITY COUNCIL AGENDA ITEM COVER MEMO

August 19, 2019

To: Mayor and City Council
Agenda Item: 6(d) Consider authorizing the execution of a Joint Election Agreement and Contract for Election Services with Fort Bend County for the November 5, 2019 general election.
Submitted by: Maria Jackson, City Secretary

SYNOPSIS

The City is being asked to authorize the execution of the Joint Election Agreement and Contract for Election Services with Fort Bend County for the November 5, 2019 general election.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain A Financially Sound City Government

BACKGROUND

Since 1994, the City has contracted with Fort Bend County for election services and equipment. This contract states that the city agrees to hold a Joint Election in accordance with Chapter 271 of the Texas Election Code.

The Fort Bend County Elections Administrator will coordinate, supervise, and handle all aspects of administering the Joint Election for those precincts in Fort Bend County. The City will pay Fort Bend County for equipment, supplies, services and administrative costs. The Fort Bend County Elections Administrator is also named as the administrator for the Joint Election and the City remains responsible for the lawful conduct of the election.

City Staff is requesting to approve the execution of the Fort Bend County Joint Election Agreement.

The City will also enter into a contract with Harris County for election services. Harris County has notified the City that their contract will be available in September.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	Proposed FY20 Funds Budgeted	Proposed FY20 Funds Available	Amount Requested
General Fund	101-53511-10-102	Election Expense	\$60,200	\$60,200	\$14,984*

*Estimated costs

Purchasing Review: Shannon Pleasant, CTPM - Procurement and Risk Manager
Financial/Budget Review: Bertha P. Alexander, Budget & Financial Reporting Manager

Note: Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

Sufficient funds have been budgeted for conducting the City's general election on November 5, 2019. The cost of Missouri City's general election is dependent upon the shared cost of each jurisdiction contracting with Fort Bend County for election services in November. The total cost for election services may fluctuate due to jurisdictions cancelling their elections, which may increase Missouri City's shared cost for election services. Should the City cancel any election race, the City's election cost would be less than estimated. Should the City hold a runoff election, the election cost will significantly increase.

Below is the total cost of contracting our election services from 2010 to present:

Year	Total Cost	Election Information
2018	\$65,181.25	<p>November 6, 2018, General Election to elect a Mayor and (2) At-Large City Councilmembers</p> <p>December 8, 2018, Runoff Election to elect a Mayor and At-Large Position 2 City Councilmember</p> <p><i>Expenses Include:</i> Fort Bend County Election Costs: \$54,244.00 Harris County Election Costs: \$3,847.34 Election Signs: \$480.00 Spanish Translation: \$1,002.99 Publications: \$5,626.92</p>
2017	\$29,983.60	<p>November 7, 2017, General Election to elect District City Councilmembers and Special Election regarding the (7) Charter Propositions.</p> <p><i>Expenses Include:</i> Fort Bend County Joint Election: \$18,769.55 Harris County Joint Election: \$1,657.03 Publications: \$5,143.68 Election Signs: \$280.00 Translations: \$4,133.34</p>
2016	\$50,365.38	<p>May 7, 2016, General Election to elect a Mayor and (2) At-Large City Councilmembers</p> <p>June 11, 2016, Runoff Election to elect an At-Large Position 2 City Councilmember</p> <p><i>Expenses Include:</i> Election Signs: \$1,665.62 Spanish Translation: \$599.90 Publications: \$2,964</p>
2015	\$17,881.82	<p>May 9, 2015, General Election to elect District City Councilmembers</p> <p>*District C and District D races were unopposed and candidates were elected into office</p> <p>*Expenses include: transaction costs, election signs, and legal publication notice.</p>

2014	24,525.58	<p>May 10, 2014, General Election to elect a Mayor and (2) At-Large City Councilmembers and a Special Bond Election for various public improvements which pertained to drainage, transportation, facilities and public safety.</p> <p>*At-Large Position 1 race was unopposed and candidate Jerry Wyatt was elected into office.</p>
2013	\$42,903	<p>May 11, 2013, General Election to elect District City Councilmembers and Special Election regarding the (15) Charter Propositions.</p> <p>*District C and D races were unopposed; however, all district races were still on the ballot due to the Special election propositions.</p> <p>**Run-off election was held for Single member District A race.</p> <p>***Election material was translated to Spanish, Vietnamese, and Chinese.</p>
2012	\$183.82	<p>May 12, 2012, General Election to elect a Mayor and (2) At-Large City Councilmembers.</p> <p>*Missouri City May 12, 2012, was cancelled due to unopposed candidates.</p> <p>\$183.82 cost was for translation expenses.</p>
2011	\$12,664	<p>May 14, 2011, General Election to elect District City Councilmembers.</p> <p>*District B and District C races were unopposed and candidates were elected into office.</p>
2010	\$17,691	<p>May 8, 2010, General Election to elect a Mayor and (2) At-Large City Councilmembers.</p> <p>*A Special Election was also held on May 8, 2010, to consider two propositions: adoption of an ordinance prohibiting smoking in certain public places and regulating City-wide municipal consolidation of trash collection.</p>

SUPPORTING MATERIALS

1. Fort Bend County Joint Election Contract

STAFF'S RECOMMENDATION

Authorize the execution of the contract.

Director Approval:

Maria Jackson, City Secretary

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Missouri City hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 5, 2019 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

The City of Missouri City is holding a General Election on November 5, 2019 (at the expense of the Political Subdivision) for the purpose of electing municipal officials.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall

a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

Fort Bend County has adopted a countywide polling place program. Voters from Political Subdivisions participating in this Joint Election may cast a ballot at any polling location open for this election. The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the November 5, 2019 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than November 4, 2019 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and addresses in effect for the November 5, 2019 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. Judges and Clerks will be compensated for actual time working at a polling place, time spent preparing the polling location prior to Election Day, and time spent attending any training classes required to successfully conduct the election. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the City of Missouri City as determined by the Human Resources Department of the City of Missouri City.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVI. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

Upon request, the Elections Administrator shall provide Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Lisa Railsback, Equipment Technician

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated among the participants to this agreement.

Any expenses incurred in the rental of polling place facilities shall be pro-rated among the participants to this agreement.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants to this agreement.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by Political Subdivision shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of Political Subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with Political Subdivision.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend or Harris Counties, Texas.
7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$14,984.00 The Political Subdivision agrees to pay to Fort Bend County a deposit of \$8,990.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within ten (10) days of the City's receipt of this agreement, authorized by the governing bodies of both parties and fully executed by both parties. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 5, 2019 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the

Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVI. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 69th day (August 28, 2019) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 63rd day before the election (September 3, 2019) that the Elections Office may impose a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 56th day before Election Day (September 10, 2019), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the _____ day of _____, 2019 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2019 been executed on behalf of the City of Missouri City by its Presiding Officer or authorized representative, pursuant to an action by the Governing Body of the City of Missouri City.

ATTEST:

FORT BEND COUNTY

Laura Richard, County Clerk

By _____
KP George, County Judge

ATTEST:

City of Missouri City

By _____

CONTRACTING OFFICER

APPROVED AS TO FORM:

By _____

John Oldham
Elections Administrator

Matthew Grove
Assistant County Attorney

COUNTYWIDE POLLING PLACE	ADDRESS	CITY	ZIP
Adams Junior High School	4141 Cross Creek Bend Lane	FULSHEAR	77441
Beasley City Hall	319 S. 3rd St	BEASLEY	77417
Beck Jr. High School	5200 S Fry Rd	KATY	77450
Beckendorf Jr High School	8200 South Fry Rd.	KATY	77494
Bowie Middle School	700 Plantation Dr	RICHMOND	77406
Brazos Bend Home & Ranch	22930 FM 1462	NEEDVILLE	77461
Briarchase Missionary Bapt Church	16000 Blue Ridge Rd	MISSOURI CITY	77489
Briscoe Junior High School	4300 FM 723	RICHMOND	77406
Calvary Baptist Church	4111 Airport Ave	ROSENBERG	77471
Chasewood Clubhouse	7622 Chasewood Dr	MISSOURI CITY	77489
Cinco Ranch Branch Library	2620 Commercial Center Dr	KATY	77494
Cindy's Palace	1102 FM 2977	RICHMOND	77469
Clayton Oaks Assisted Living	21175 Southwest Freeway	RICHMOND	77469
Clements High School	4200 Elkins Dr	SUGAR LAND	77479
Clyde & Nancy Jacks (First Colony) Conference Center	3232 Austin Parkway	SUGAR LAND	77479
Commonwealth Clubhouse	4330 Knightsbridge Blvd	SUGAR LAND	77479
DeSeo at Grand Mission Clubhouse	19002 Mission Park Dr	RICHMOND	77407
Eagle Heights Church	16718 W. Belfort Blvd	RICHMOND	77407
Elkins High School	7007 Knights Court	MISSOURI CITY	77459
Fairgrounds Building "D"	4310 Highway 36 S	ROSENBERG	77471
Firethorne HOA Clubhouse	28800 S. Firethorne Rd	KATY	77479
Four Corners Community Center	15700 Old Richmond Rd	SUGAR LAND	77478
Gallery Furniture	7227 W. Grand Pkwy S	RICHMOND	77407
Garcia Middle School	18550 Old Richmond Rd	SUGAR LAND	77478
George Bush High School	6707 FM 1464	RICHMOND	77407
George Memorial Library	1001 Golfview Dr	RICHMOND	77469
Great Oaks Baptist Church	7101 FM 2759 Rd	RICHMOND	77469
Greatwood Community/Rec Center	7225 Greatwood Pkwy	SUGAR LAND	77479
Hightower High School	3333 Hurricane Lane	MISSOURI CITY	77459
Hunters Glen Elementary School	695 Independence Blvd	MISSOURI CITY	77489
Imperial Park Recreation Center	234 Matlage Way	SUGAR LAND	77478
Irene Stern Community Center	6920 Katy-Fulshear Road	FULSHEAR	77441
James Reese Career & Technical Center	12300 University Blvd	SUGAR LAND	77479
Joy Lutheran Church	717 FM 359	RICHMOND	77406
Kempner High School	14777 Voss Rd	SUGAR LAND	77498
Kendleton Church of God	619 FM 2919	KENDLETON	77451
Knights of Columbus (Needville)	13631 Highway 36	NEEDVILLE	77461
Kroger's Riverstone (Community Room)	18861 University Blvd	SUGAR LAND	77479
Lake Olympia Marina Clubhouse	180 Island Blvd	MISSOURI CITY	77459
Lantern Lane Elementary School	3323 Mission Valley Dr	MISSOURI CITY	77459
Lexington Creek Elementary School	2335 Dulles Ave	MISSOURI CITY	77459
Living Word Lutheran Church	3700 S. Mason Rd	KATY	77450
Lost Creek Conference Center	3703 Lost Creek Blvd	SUGAR LAND	77478
Maryam Islamic Center	504 Sartartia Rd	SUGAR LAND	77479
Meadows Place City Hall	One Troyan Dr	MEADOWS PLACE	77477
Merrell Center	601 S. Stadium lane	KATY	77494
Mission Bend Branch Library - Meeting Room	8421 Addicks Clodine Rd	HOUSTON	77083
Missouri City Baptist Church	16816 Quail Park Dr	MISSOURI CITY	77489
Missouri City Community Center	1522 Texas Parkway	MISSOURI CITY	77489
Missouri City Parks & Recreation	2701 Cypress Point Dr	MISSOURI CITY	77459
M.R. Massey Admin. Building	1570 Rabb Road	FRESNO	77545
Museum of Natural Science	13016 University Blvd	SUGAR LAND	77479
Mustang Community Center	4521 FM 521	FRESNO	77545
Orchard City Hall	9714 Kibler	ORCHARD	77464

COUNTYWIDE POLLING PLACE	ADDRESS	CITY	ZIP
Our Lady of Guadalupe Family Life Center	1600 Avenue D	ROSENBERG	77471
Pinnacle Senior Center	5525#C Hobby Road	HOUSTON	77053
Quail Valley Elementary School	3500 Quail Village Dr	MISSOURI CITY	77459
QV Fund Office	3603 Glenn Lakes	MISSOURI CITY	77459
Richmond Water Maintenance Facility	110 N. 8th St	RICHMOND	77469
Ridge Point High School	500 Waters Lake Blvd	MISSOURI CITY	77459
Ridgegate Community Association	5855 W. Ridgecreek Dr	HOUSTON	77053
Ridgemont Early Childhood Ctr	5353 Ridge Creek Circle	HOUSTON	77053
River Park Recreation Ctr.	5875 Summit Creek Drive	SUGAR LAND	77479
Rosenberg Annex Building	4520 Reading Rd	ROSENBERG	77471
Sartartia Middle School	8125 Homeward Way	SUGAR LAND	77479
Seven Lakes High School	9251 S Fry Rd	KATY	77494
Sienna Annex	5855 Sienna Springs Way	MISSOURI CITY	77459
Simonton City Hall	35011 FM 1093	SIMONTON	77476
Stafford City Hall	2610 South Main	STAFFORD	77477
Sugar Creek Country Club	420 Sugar Creek Blvd	SUGAR LAND	77478
Sugar Lakes Clubhouse	930 Sugar Lakes Dr	SUGAR LAND	77478
Sugar Land Branch Library	5500 Eldridge	SUGAR LAND	77478
Sugar Land Church of God	1715 Eldridge Rd	SUGAR LAND	77478
Sugar Land City Hall	2700 Town Center Blvd North	SUGAR LAND	77479
Tamarron Clubhouse	28707 Tamarron Pkwy	KATY	77449
Thompsons City Hall	520 Thompson Oil Field Rd	THOMPSONS	77481
Tompkins High School	4400 Falcon Landing Blvd	KATY	77494
Townewest Towne Hall	10322 Old Towne Ln	SUGAR LAND	77498
Travis Elementary School	2700 Avenue K	ROSENBERG	77471
University Branch Library	14010 University Blvd	SUGAR LAND	77479

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Fort Bend County Early Voting Schedule
November 5, 2019 Joint Election
Horario de Votación Temprana
5 de Noviembre del 2019, Elección Conjunta

Early Voting Location	Hours(Horas)				
	Monday-Friday Oct. 21-25, 2019 (Lunes-Viernes) (Octubre 21-25, 2019)	Saturday October 26, 2019 (Sábado) (Octubre 26, 2019)	Sunday October 27, 2019 (Domingo) (Octubre 27, 2019)	Monday-Wednesday Oct. 28 – 30, 2019 (Lunes-Miercoles) (Octubre. 28 – 30, 2019)	Thursday-Friday Oct 31 – Nov 1, 2019 (Jueves-Viernes) (Octubre 31 – Noviembre 1, 2019)
Irene Stern Community Center 6920 Fulshear-Katy Road, Fulshear Beasley City Hall 319 S. 3 rd Street, Beasley Kroger’s Riverstone (Community Room) 18861 University Blvd, Sugar Land Lost Creek Park Conference Center 3703 Lost Creek Blvd, Sugar Land Meadows Place City Hall One Troyan Dr, Meadows Place Four Corners Community Center 15700 Old Richmond Rd, Sugar Land Cinco Ranch Library 2620 Commercial Center Drive, Katy Hightower High School 3333 Hurricane Lane, Missouri City Sartartia Middle School 8125 Homeward Way, Sugar Land Stafford City Hall 2610 Main Street, Stafford	8:00 a.m. To 5:00 p.m	8:00 a.m. To 5:00 p.m	CLOSED (Cerrado)	8:00 a.m. To 5:00 p.m	7:00 a.m. To 7:00 p.m.
Missouri City Community Center 1522 Texas Pkwy, Missouri City Fort Bend County Rosenberg Annex 4520 Reading Road, Rosenberg Clayton Oaks Assisted Living 21175 SW Freeway, Richmond	8:00 a.m. To 5:00 p.m	8:00 a.m. To 5:00 p.m	12:00 p.m. To 5:00 p.m.	8:00 a.m. To 5:00 p.m	7:00 a.m. To 7:00 p.m.
Chasewood Clubhouse 7622 Chasewood Drive, Missouri City	10:00 a.m. To 7:00 p.m	8:00 a.m. To 5:00 p.m	12:00 p.m. To 5:00 p.m.	8:00 a.m. To 5:00 p.m	7:00 a.m. To 7:00 p.m.
Fort Bend County Road & Bridge 3743 School Street, Needville James Bowie Middle School 700 Plantation Dr, Richmond Quail Valley Fund Office 3603 Glenn Lakes, Missouri City Sugar Land Branch Library 550 Eldridge, Sugar Land Sugar Land City Hall 2700 Town Center Blvd, Sugar Land James Reese Career & Technical Center 12300 University Blvd, Sugar Land	10:00 a.m. To 7:00 p.m	8:00 a.m. To 5:00 p.m	CLOSED (Cerrado)	10:00 a.m. To 7:00 p.m	7:00 a.m. To 7:00 p.m.

(Continued on next page)

Fort Bend County Early Voting Schedule
November 5, 2019 Joint Election
Horario de Votación Temprana
5 de Noviembre del 2019, Elección Conjunta

(Continued)

Early Voting Location	Hours(Horas)				
	Monday-Friday Oct. 21-25, 2019 <i>(Lunes-Viernes)</i> <i>(Octubre 21-25, 2019)</i>	Saturday October 26, 2019 <i>(Sábado)</i> <i>(Octubre 26, 2019)</i>	Sunday October 27, 2019 <i>(Domingo)</i> <i>(Octubre 27, 2019)</i>	Monday-Wednesday Oct. 28 – 30, 2019 <i>(Lunes-Miercoles)</i> <i>(Octubre. 28 – 30, 2019)</i>	Thursday-Friday Oct 31 – Nov 1, 2019 <i>(Jueves-Viernes)</i> <i>(Octubre 31 – Noviembre 1, 2019)</i>
Jacks Conference Center 3232 Austin Parkway, Sugar Land Tompkins High School 4400 Falcon Landing Blvd, Katy Sienna Annex Community Room 5855 Sienna Springs Way, Missouri City	10:00 a.m. To 7:00 p.m	8:00 a.m. To 5:00 p.m	12:00 p.m. To 5:00 p.m	10:00 a.m. To 7:00 p.m	7:00 a.m. To 7:00 p.m.

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**City of Missouri City proposed Election Services Contract
Estimate for the conduct of the November 5, 2019 Joint Election**

A. Statistical Information

1. Number of Registered Voters	<u>45,346</u>
2. Number of Precincts	<u>26</u>
3. Number of election day polling places (excluding early voting)	<u>81</u>
4. Number of polling places shared with another entity	<u>81</u>
5. Number of public buildings used as polling places	<u>50</u>
6. Number of early voting stations	<u>23</u>
7. Voting system:	<u>DRE</u>

B. Cost of Election

		Estimate	Actual
1. Early Voting and Election Day personnel <i>(TEC § 32.091, 32.092, 32.114, 83.052, 271.013)</i>			
	Clerks x Rate x Hours / Entities		
a. Early voting clerks	<u>2</u> x <u>\$12</u> x <u>118</u> / <u>3</u>	<u>\$944</u>	<u> </u>
Early voting clerks	<u>7</u> x <u>\$11</u> x <u>118</u> / <u>3</u>	<u>\$3,029</u>	<u> </u>
	<u>1</u> Location(s) x Clerks x Rate x Hours / Entities		
b. Election day judges / clerks	<u>10</u> x <u>\$11</u> x <u>15</u> / <u>3</u>	<u>\$550</u>	<u> </u>
Election day judges / clerks	<u>30</u> x <u>\$10</u> x <u>15</u> / <u>3</u>	<u>\$1,500</u>	<u> </u>
2. Early Voting Ballot Board & central counting station personnel <i>(TEC § 87.005, 127.006)</i>			
a. Clerks and Judges		<u>\$450</u>	<u> </u>
3. Election Day Field Techs and Other Temp workers		<u>\$350</u>	<u> </u>
4. Elections Administration Dept. Staff overtime <i>(TEC § 31.100(e))</i>		<u>\$0</u>	<u> </u>
	Subtotal of Labor Cost	<u>\$6,823</u>	
5. FICA & Workers Comp	11.45% x \$6,823 =	<u>\$781</u>	<u> </u>
6. Election supplies & equipment			
Early Voting	Quant x Cost / Entities		
a. Early Voting supply kits	<u>2</u> x <u>\$35</u> / <u>3</u>	<u>\$23</u>	<u> </u>
b. Early Voting laptop PC's	<u>2</u> x <u>\$125</u> / <u>3</u>	<u>\$83</u>	<u> </u>
c. Early Voting label printers	<u>2</u> x <u>\$35</u> / <u>3</u>	<u>\$23</u>	<u> </u>
d. Early Voting JBCs	<u>2</u> x <u>\$125</u> / <u>3</u>	<u>\$83</u>	<u> </u>
e. Early Voting eSlates	<u>16</u> x <u>\$100</u> / <u>3</u>	<u>\$533</u>	<u> </u>
f. Cell Phones - 9 days	<u>2</u> x <u>\$40</u> / <u>3</u>	<u>\$27</u>	<u> </u>

7. Election Day

h. Election Day supply kits	<u>10</u>	x	<u>\$35</u>	/	<u>3</u>		<u>\$117</u>	<u> </u>
i. Election Day JBCs	<u>10</u>	x	<u>\$125</u>	/	<u>3</u>		<u>\$417</u>	<u> </u>
j. Election Day laptop PC's	<u>10</u>	x	<u>\$50</u>	/	<u>3</u>		<u>\$167</u>	<u> </u>
k. Election Day label printers	<u>10</u>	x	<u>\$25</u>	/	<u>3</u>		<u>\$83</u>	<u> </u>
l. Election Day eSlates	<u>80</u>	x	<u>\$100</u>	/	<u>3</u>		<u>\$2,667</u>	<u> </u>
m. Election Day Cell Phones	<u>10</u>	x	<u>\$12</u>	/	<u>3</u>		<u>\$40</u>	<u> </u>

8. Delivery of Voting Equipment & Supplies

a. Early Voting & Election Day							<u>\$900</u>	<u> </u>
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9. Polling Place Rental - Election Day

(TEC § 43.031, 43.033)

a. Election (number of polling places rented)							<u>\$0</u>	<u> </u>
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10. Publication of electronic voting system notices)

(TEC § 127.096(a))

a. Election							<u>\$75</u>	<u> </u>
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11. Miscellaneous election expenses (itemize)

a. Ger

Ballot Layout & Coding							<u>\$300</u>	<u> </u>
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Absentee Ballots -Printed & Mailed

<u>400</u> Ballots	x	<u>\$1</u>					<u>\$400</u>	<u> </u>
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Mileage reimbursements

							<u>\$80</u>	<u> </u>
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Posting of Bond

<u>0</u> Locations	x	<u>\$3</u>					<u>\$0</u>	<u> </u>
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Printing of Notices

<u>0</u> Pages	x	<u>0</u> Locations	x	<u>\$0.03</u>			<u>\$0</u>	<u> </u>
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SUBTOTAL

							<u>\$13,622</u>	<u> </u>
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12. Election Services Contract Administrative Fee

(TEC § 31.100(d))

10%

a. Election							<u>\$1,362</u>	<u> </u>
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13. Cost of Joint election

							\$14,984	
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**Council Agenda Item
August 19, 2019**

7. PUBLIC HEARINGS AND RELATED ACTIONS

- (a) **Zoning Public Hearings and Ordinances** – *There are no Zoning Public Hearings and Ordinances on this agenda.*
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CITY COUNCIL AGENDA ITEM COVER MEMO

August 19, 2019

To: Mayor and City Council
Agenda Item: 7(b)(1) First and final public hearing and resolution to increase residential and commercial solid waste and recyclable material collection rates
Submitted by: Bill Atkinson, Assistant City Manager

SYNOPSIS

This item is to advise city council that WCA, per the contract, has submitted an Annual Rate Adjustment Notification to become effective January 1, 2020. This resolution updates the Commercial Recycling Dumpster Services rates. Once approved, staff will coordinate with MUD utility billing entities in order to

insure the increase is reflected for billing beginning January 1, 2020.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City
- Have quality development through buildout

BACKGROUND

As you know the City chose WCA as the exclusive provider of commercial and residential solid waste services as well as certain levels of residential recycling services and began service on January 1, 2016.

A component of our mutual contract provides for an annual rate adjustment on the anniversary date of the contract (17.03 Adjustments), which requires the contractor to submit a written request for modification to fees on or before June 1, 2019. The City did receive this request on time on May 29. Further, the contract caps annual rate adjustments to the sum of the CPI Adjustment and Fuel Adjustment components. These adjustments shall not exceed 5% for any single year and consist of the following:

- 80% of the consumer price index for all Urban Consumers Houston, Galveston, Brazoria, TX Region, less energy, not seasonally adjusted = 1.74%
- 20% of the US Department of Energy's Weekly Retail on Highway Diesel Prices for the Gulf Coast (EIA/DOE) = 3.26%
- Combined adjustment = 5.00% or \$0.66 increase.

17.03.1 CPI Adjustment: 80% / 17.03.2 Fuel Adjustment: 20% EIA/DOE = \$0.66 / home / month

I. Residential Customers

A. Monthly Fee for Solid Waste and Program Recyclable Materials Service

2019 Residential Rate	\$ 13.26
CPI/Diesel Adjustment	\$ 0.66
2020 Residential Rate	\$ 13.92

Effective **January 1, 2020** the current rate of \$13.26 will change to \$13.92, an increase of \$0.66 cents or a 5.00% increase per home per month.

B. Additional Fees for Residential Customers (No Change)

Description	Fee
Extra carts	\$95.00 per cart
Delivery fee of carts after initial delivery	\$90.00
Late fee for failure to pay a monthly collection rate or monthly City administrative fee by due date	\$15.00
City Monthly administrative fee	\$ 1.50

II. Commercial Customers

A. Monthly Fees for Solid Waste Cart or Dumpster Services

2020 Price Adjustment Commercial							
	1	2	3	4	5	6	7
95 Gallon Cart	\$21.00	\$27.70	N/A	N/A	N/A	N/A	N/A
2 CY Dumpster	\$108.93	\$163.39	\$243.48	\$293.14	\$365.23	\$437.31	\$499.10
3 CY Dumpster	\$116.94	\$177.81	\$259.51	\$317.17	\$395.67	\$474.15	\$519.84
4 CY Dumpster	\$124.95	\$189.02	\$280.33	\$341.20	\$349.21	\$426.10	\$584.68
6 CY Dumpster	\$156.98	\$243.48	\$355.61	\$437.31	\$547.84	\$653.56	\$760.88
8 CY Dumpster	\$189.02	\$291.54	\$435.71	\$533.42	\$666.38	\$797.73	\$921.08
10 CY Dumpster	\$216.26	\$328.39	\$477.36	\$573.48	\$703.22	\$873.02	\$1,081.27
2 CY Dumpster Compactor	\$215.03	\$266.28	\$342.05	\$389.96	\$457.93	\$525.88	\$589.40
3 CY Dumpster Compactor	\$221.72	\$280.42	\$357.64	\$412.24	\$486.90	\$560.43	\$603.88
4 CY Dumpster Compactor	\$229.52	\$290.80	\$377.70	\$434.52	\$514.74	\$611.63	\$665.15
6 CY Dumpster Compactor	\$260.72	\$342.05	\$449.01	\$525.88	\$630.61	\$730.89	\$832.27
8 CY Dumpster Compactor	\$290.80	\$387.72	\$524.75	\$617.24	\$743.14	\$866.82	\$983.81

B. Monthly Fees for Program Recyclable Materials Dumpster Services

2020 Price Adjustment Commercial Recycle							
	1	2	3	4	5	6	7
2 CY Dumpster	\$83.57	\$182.73	\$288.56	N/A	N/A	N/A	N/A
3 CY Dumpster	\$91.36	\$189.41	\$296.36	N/A	N/A	N/A	N/A
4 CY Dumpster	\$99.16	\$197.21	\$310.85	N/A	N/A	N/A	N/A
6 CY Dumpster	\$106.96	\$205.01	\$318.64	N/A	N/A	N/A	N/A
8 CY Dumpster	\$113.65	\$212.81	\$333.13	N/A	N/A	N/A	N/A
10 CY Dumpster	\$129.24	\$227.29	\$348.73	N/A	N/A	N/A	N/A
2 CY Dumpster Compactor	\$194.99	\$294.15	\$399.98	N/A	N/A	N/A	N/A
3 CY Dumpster Compactor	\$202.78	\$300.83	\$406.67	N/A	N/A	N/A	N/A
4 CY Dumpster Compactor	\$210.58	\$308.63	\$422.27	N/A	N/A	N/A	N/A
6 CY Dumpster Compactor	\$218.38	\$316.43	\$430.06	N/A	N/A	N/A	N/A
8 CY Dumpster Compactor	\$225.07	\$324.23	\$444.55	N/A	N/A	N/A	N/A

C. Fees for Roll Off Services

2020 Price Adjustment Industrial				
Roll-off Type and Size	Container Rental Fee (Per Month)	Initial Delivery Fee (One-time)	Collection Fee (Per Pull)	Disposal Fee (Per Ton)
10 CY Roll-off	\$167.13	\$139.27	\$217.27	\$35.65
20 CY Roll-off	\$167.13	\$139.27	\$217.27	\$35.65
30 CY Roll-off	\$167.13	\$139.27	\$217.27	\$35.65
40 CY Roll-off	\$167.13	\$139.27	\$217.27	\$35.65
25 CY Roll-off Compactor	\$467.63	\$247.57	\$247.57	\$16.51
30 CY Roll-off Compactor	\$467.63	\$247.57	\$247.57	\$16.51
40 CY Roll-off Compactor	\$467.63	\$247.57	\$247.57	\$16.51

D. Fees for Recyclable Materials Roll Off Services (No Change)

2019 Price Adjustment					
Roll-off Type and Size	Container Rental Fee (Per Month)	Initial Delivery Fee (One-time)	Collection Fee (Per Pull)	Disposal Fee (Per Ton)	
10 CY Roll-off	\$ 157.19	\$ 130.99	\$ 235.78	\$ 15.72	
20 CY Roll-off	\$ 157.19	\$ 130.99	\$ 235.78	\$ 15.72	
30 CY Roll-off	\$ 157.19	\$ 130.99	\$ 235.78	\$ 15.72	
40 CY Roll-off	\$ 157.19	\$ 130.99	\$ 235.78	\$ 15.72	
25 CY Roll-off Compactor	\$ 445.36	\$ 235.78	\$ 235.78	\$ 15.72	
30 CY Roll-off Compactor	\$ 445.36	\$ 235.78	\$ 235.78	\$ 15.72	
40 CY Roll-off Compactor	\$ 445.36	\$ 235.78	\$ 235.78	\$ 15.72	

E. Fees Relating to Containers and Casters (No Change)

Description	Fee
Container lock	\$10.48 per month
Set of casters	\$15.72 per month
Opening and closing of enclosures	No charge.
Extra cart	\$99.55 per cart
Delivery fee for containers after initial delivery	\$94.31 per container

F. Fees for Extra Dumpster Pick Ups for Solid Waste Services (No Change)

Dumpster Type and Size	Fee (Per Pickup)
All types and sizes	\$90.00

G. Fees for Extra Pick Ups for Program Recyclable Materials Dumpster Services (No Change)

Dumpster Type and Size	Fee (Per Pickup)
All types and sizes	\$90.00

BUDGET/FISCAL ANALYSIS

The services are charged and collected by WCA directly from the commercial customers.

Note: Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

SUPPORTING MATERIALS

1. Resolution

STAFF'S RECOMMENDATION

Staff recommends approval of the resolution adopting residential rates and a schedule of fees for Recyclable Materials Dumpster and Roll-Off Services in accordance with the contractually prescribed rate adjustments to begin immediately.

Assistant City Manager: Bill Atkinson

RESOLUTION NO. R-19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, ADOPTING A SCHEDULE OF RATES AND FEES FOR CITY RESIDENTIAL AND COMMERCIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. That the schedule of rates and fees for city residential and commercial solid waste and recyclable material services and other associated fees are specified in Exhibit "A" attached hereto and made a part hereof.

Section 2. That Resolution No. R-18-28 adopted on August 20, 2018, and any other resolution or part thereof in conflict herewith, is hereby repealed.

Section 3. That this Resolution will become effective on January 1, 2020.

PASSED, APPROVED and ADOPTED this __ day of _____, 2019.

Yolanda Ford
Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson
City Secretary

James Santangelo, Assistant City Attorney
for E. Joyce Iyamu City Attorney

EXHIBIT "A"

SCHEDULE OF RATES AND FEES¹

I. Residential Customers

A. Monthly Fees for Solid Waste and Program Recyclable Material Services

Description	Monthly Service Fee per Residential Customer
City Program Basic Services	\$13.92 per month
Solid Waste Extra Cart Service	\$75.00 per year

B. Additional Fees for Residential Customers

Description	Fee
Extra carts	\$95.00 per cart
Delivery fee of carts after initial delivery	\$90.00
Late fee for failure to pay a monthly collection rate or monthly City administrative fee by due date	\$15.00
City Monthly administrative fee	\$ 1.50

¹ All fees include collection and disposal fees and exclude taxes and franchise fees.

II. Commercial Customers

A. Monthly Fees for Solid Waste Cart or Dumpster Services

2020 Price Adjustment Commercial							
	1	2	3	4	5	6	7
95 Gallon Cart	\$21.00	\$27.70	N/A	N/A	N/A	N/A	N/A
2 CY Dumpster	\$108.93	\$163.39	\$243.48	\$293.14	\$365.23	\$437.31	\$499.10
3 CY Dumpster	\$116.94	\$177.81	\$259.51	\$317.17	\$395.67	\$474.15	\$519.84
4 CY Dumpster	\$124.95	\$189.02	\$280.33	\$341.20	\$349.21	\$426.10	\$584.68
6 CY Dumpster	\$156.98	\$243.48	\$355.61	\$437.31	\$547.84	\$653.56	\$760.88
8 CY Dumpster	\$189.02	\$291.54	\$435.71	\$533.42	\$666.38	\$797.73	\$921.08
10 CY Dumpster	\$216.26	\$328.39	\$477.36	\$573.48	\$703.22	\$873.02	\$1,081.27
2 CY Dumpster Compactor	\$215.03	\$266.28	\$342.05	\$389.96	\$457.93	\$525.88	\$589.40
3 CY Dumpster Compactor	\$221.72	\$280.42	\$357.64	\$412.24	\$486.90	\$560.43	\$603.88
4 CY Dumpster Compactor	\$229.52	\$290.80	\$377.70	\$434.52	\$514.74	\$611.63	\$665.15
6 CY Dumpster Compactor	\$260.72	\$342.05	\$449.01	\$525.88	\$630.61	\$730.89	\$832.27
8 CY Dumpster Compactor	\$290.80	\$387.72	\$524.75	\$617.24	\$743.14	\$866.82	\$983.81

B. Monthly Fees for Program Recyclable Materials Dumpster Services

2020 Price Adjustment Commercial Recycle							
	1	2	3	4	5	6	7
2 CY Dumpster	\$83.57	\$182.73	\$288.56	N/A	N/A	N/A	N/A
3 CY Dumpster	\$91.36	\$189.41	\$296.36	N/A	N/A	N/A	N/A
4 CY Dumpster	\$99.16	\$197.21	\$310.85	N/A	N/A	N/A	N/A
6 CY Dumpster	\$106.96	\$205.01	\$318.64	N/A	N/A	N/A	N/A
8 CY Dumpster	\$113.65	\$212.81	\$333.13	N/A	N/A	N/A	N/A
10 CY Dumpster	\$129.24	\$227.29	\$348.73	N/A	N/A	N/A	N/A
2 CY Dumpster Compactor	\$194.99	\$294.15	\$399.98	N/A	N/A	N/A	N/A
3 CY Dumpster Compactor	\$202.78	\$300.83	\$406.67	N/A	N/A	N/A	N/A
4 CY Dumpster Compactor	\$210.58	\$308.63	\$422.27	N/A	N/A	N/A	N/A
6 CY Dumpster Compactor	\$218.38	\$316.43	\$430.06	N/A	N/A	N/A	N/A
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Dumpster Type and Size	Fee (Per Pickup)
All types and sizes	\$90.00

G. Fees for Extra Pick Ups for Program Recyclable Materials Dumpster Services

Dumpster Type and Size	Fee (Per Pickup)
All types and sizes	\$90.00



**Council Agenda Item
August 19, 2019**

8. **APPOINTMENTS** – *There are no Appointments on this agenda.*
-



CITY COUNCIL AGENDA ITEM COVER MEMO

August 19, 2018

To: Mayor and City Council
Agenda Item: 9(a) Agreement with the City of Pearland for Cooperative Purchasing
Submitted by: Shannon Pleasant, CTPM - Procurement and Risk Manager

SYNOPSIS

This is an Interlocal Agreement between the City and the City of Pearland for each city to utilize each other's contracts for goods and services in cooperative purchasing efforts.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Develop a high performance City team.

BACKGROUND

Chapter 791, Tex. Gov't Code and Chapter 271, Subchapter F, Tex. Local Gov't Code, authorize cities to enter into Interlocal Purchasing Agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. In accordance with State Law and the City's Purchasing Policies, the City Council must authorize all agreements between political subdivisions.

This proposed Interlocal Agreement between Missouri City the City of Pearland allows each party to take advantage of each other's competitively bid contracts for goods and services. Under the agreement, each party is designated as the other's purchasing agent. Each party would be made aware of the other's contracts for goods and services and have an option to seek such goods and services from the contracted vendor under the other party's contract.

Upon approval by the City and the City of Pearland, the agreement will be effective for a two-year term, with automatic one-year renewals each year thereafter for up to three years. Either party, upon sixty days' written notice to the other entity may terminate participation in this agreement.

BUDGET/FISCAL ANALYSIS

None.

Purchasing Review: Shannon Pleasant, CTPM, Procurement & Risk Manager
Financial/Budget Review: N/A

SUPPORTING MATERIALS

1. Interlocal Agreement

STAFF'S RECOMMENDATION

Staff recommends that the City Council authorize the agreement.

INTERLOCAL AGREEMENT FOR PURCHASING SERVICES

This **Interlocal Agreement for Purchasing Services** (the "Agreement") is made and entered into pursuant to Chapter 791, Texas Government Code, and Chapter 271, Texas Local Government Code, by and between the City of Missouri City, Texas ("Missouri City"), a home-rule municipality, and the City of Pearland, Texas, a home-rule municipality ("Pearland").

WHEREAS, Missouri City desires Pearland's assistance in purchasing certain goods and services; and

WHEREAS, Pearland desires Missouri City's assistance in purchasing certain goods and services; and

WHEREAS, Pearland is capable of and willing to assist Missouri City in purchasing certain goods and services as specified in this Agreement on behalf of Missouri City for the benefit of Missouri City's residents and Missouri City is willing to assist Pearland in purchasing certain goods and services as specified in this Agreement on behalf of Pearland for the benefit of Pearland's residents; and

WHEREAS, Missouri City and Pearland find that this Agreement serves a public purpose;

NOW THEREFORE, for and in consideration of the mutual obligations and benefits to be derived hereunder, Missouri City and Pearland agree as follows:

ARTICLE I **PURPOSE**

The purpose of this Agreement is to provide for purchasing services.

ARTICLE II **TERMS AND CONDITIONS**

- 2.01 Missouri City appoints Pearland as its true and lawful purchasing agent for the purchase of certain goods and services through Pearland's purchasing program.
- 2.02 Pearland appoints Missouri City as its true and lawful purchasing agent for the purchase of certain goods and services through Missouri City's purchasing program.
- 2.03 This Agreement shall apply only to those goods and services which either party desires to purchase for its own needs and for which the other party

desires to purchase the same or similar goods and services under the same terms and conditions as would apply to the contracting party's own purchases, provided that, the contracted vendor agrees, as applicable, to purchases in Missouri City under the contract between the vendor and Pearland or to purchases in Pearland under the contract between the vendor and Missouri City.

2.04 The goods and services purchased pursuant to this Agreement shall be procured in accordance with Texas law. The costs for goods and services purchased by Missouri City pursuant to this Agreement shall be the prices as reflected by a contract executed by Pearland. The costs for goods and services purchased by Pearland pursuant to this Agreement shall be the prices as reflected by a contract executed by Missouri City.

2.05 In addition to the other terms and conditions contained in this Agreement, the amounts and kinds of goods and services will be purchased in accordance with the terms and conditions and in the quantities set forth in the contract used by the contracting party. The contracting party shall be responsible for and shall incur all cost for the preparation of specifications, public advertisement and such other administrative duties as may be necessary to facilitate the procurement of the goods and services hereunder. The contracting party shall also be responsible for receiving, opening and awarding contracts. Upon request, specifications, tabulations and all other documents relating thereto that pertain to the procurement of items in accordance with the terms of this Agreement shall be made available to the purchasing party at all reasonable times for inspection.

2.06 Nothing herein shall obligate either party to purchase any goods or services from the other party nor shall either party be obligated to include the other party in any procurement effort.

ARTICLE III **DISPUTES**

Pearland and Missouri City agree that the ordering of goods and services purchased pursuant to this Agreement shall be each party's individual responsibility and that any dispute arising between the contracted vendor and Missouri City shall be handled between Missouri City and the contracted vendor, and any dispute arising between the contracted vendor and Pearland shall be handled between Pearland and the contracted vendor. Contracted vendors shall bill each party directly for the goods or services ordered by it.

ARTICLE IV
LIABILITY

Both parties shall be responsible to the contracted vendor only for goods and services ordered by and received by it, and shall not by the execution of this Agreement assume any liability or waive any rights under the applicable contract or as provided by law.

ARTICLE V
PRICE AND PAYMENT OF GOODS AND SERVICES

- 5.01 Goods and services purchased pursuant to this Agreement will be purchased for the price stated in the contract received and awarded by the contracting party to the vendor. Each party agrees to pay the vendor directly for all goods and services delivered, requested or picked up by the party in accordance with the price specified in contracting party's contract with the vendor. Both parties agree to pay for such purchases in accordance with Chapter 2251, Texas Government Code.
- 5.02 Ownership of goods purchased by Missouri City shall transfer directly from the contracted vendor to Missouri City. Ownership of goods purchased by Pearland shall transfer directly from the contracted vendor to Pearland.

ARTICLE VI
APPLICABLE LAWS

Missouri City and Pearland agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE VII
NOTICES

All reports, payments, invoices, and other notices required to be given in connection with this Agreement shall be addressed as follows:

If to Missouri City:
City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
Attn: City Manager or Designee

If to City of Pearland:
City of Pearland
3519 Liberty Dr.
Pearland, Texas 77581
Attn: City Manager or Designee

ARTICLE VIII
TERM

The term of this Agreement shall be two (2) years, and the Agreement shall take effect upon signature by the last party in time to execute such Agreement. This Agreement shall automatically renew for up to three (3) additional one (1) year terms thereafter, unless sooner terminated as provided in this Agreement. Missouri City or Pearland may terminate this Agreement at any time and for any reason by giving sixty (60) days advance written notice of termination to the other party.

ARTICLE IX
CURRENT REVENUES

Missouri City and Pearland understand and agree that each party shall pay for the performance of governmental functions or services under this Agreement from current revenues available to each party. Further, Missouri City and Pearland affirmatively find that the division of costs associated with this Agreement fairly and adequately compensates each party for its services or functions performed under this Agreement.

ARTICLE X
ASSIGNABILITY

Neither party shall not make, in whole or in part, any assignment of this Agreement or any obligation hereunder.

ARTICLE XI
WHOLE AGREEMENT

This Agreement, as provided herein, constitutes the complete agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of both parties.

ARTICLE XII
SEVERABILITY

This Agreement is made and is to be interpreted under the laws of the State of Texas. In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

ARTICLE XIII
AUTHORITY

Missouri City and Pearland each represent that this Agreement has been executed by duly authorized representatives of each entity.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

CITY OF MISSOURI CITY, TEXAS

CITY OF PEARLAND, TEXAS

Yolanda Ford, Mayor

Clay Pearson, City Manager

Date

Date

ATTEST:

ATTEST:

Maria Jackson, City Secretary

Maria Rodriguez, Interim City Secretary



CITY COUNCIL AGENDA ITEM COVER MEMO

August 19, 2019

To: Mayor and City Council
Agenda Item: 9(b) Consider authorizing the renewal of a contract with Stryker AED and Cardiac Monitor Services.
Submitted by: Eugene Campbell, Jr., Fire Chief

SYNOPSIS

The Fire and Rescue Services Department utilizes a service plan agreement with Stryker to maintain and service citywide Automatic External Defibrillators (AEDs) used in city buildings and staff vehicles. The service plan agreement also provides service for cardiac monitors on medical first responder fire trucks.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Develop a high performing City team.

BACKGROUND

The department has been in a three year rotating service agreement which is set to renew to coincide with the City of Missouri City's new fiscal year calendar. Staff is requesting approval to renew the existing contract with Stryker who is a sole source distributor. If approved, the new service plan agreement will be in effect for a three year period including gap coverage which will run through October 21, 2022. The total amount of the contract is \$53,638.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	Funds Budgeted	Funds Available	Amount Requested
FY19 General Fund Budget	101-53504-14-136		\$146,163	\$50,728	4,450
FY20 Proposed General Fund Budget	101-53504-14-136		\$138,203	\$138,203	49,189

Purchasing Review: Shannon Pleasant, CTPM - Procurement and Risk Manager

Financial/Budget Review: Bertha P. Alexander, Budget & Financial Reporting Manager

Note: Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

SUPPORTING MATERIALS

1. Agreement – Attached gap and three year service plan quotes.

STAFF'S RECOMMENDATION

Staff recommends approval of the agreement.

Director Approval: Eugene Campbell, Jr., Fire Chief

Assistant City Manager Approval: Bill Atkinson, Assistant City Manager



Stryker.
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A
www.strykeremergencycare.com
 tel (800) 442.1142
 fax (800) 772.3340

Quote Number 00186340
Create Date 7/30/2019 9:57 AM
Quote Expiration Date 10/28/2019
Quote Consultant Trish Lundeen
 (425) 867-4785
 trish.lundeen@stryker.com
 WECC57

Service Plan Quote

Account: 15279301	Service Plan Detail
MISSOURI CITY FD Attn: Mike Hafer, Division Chief - Operations 3849 CARTWRIGHT RD MISSOURI CITY, TX 77459 (281) 403-4300 michael.hafer@missouricitytx.gov	Type Renewal Service Plan Start Date 07/01/2019 Service Plan End Date 10/31/2019 Reference Plan DS016926 Billing Frequency One-Time Terms All quotes subject to credit approval and the following terms and conditions Net Terms NET 30 Promotion Coverage Details-Brochure https://www.strykeremergencycare.com/globalassets/assets/general-documents/procare_ec_lifepak_lucas_sell_sheet.pdf

Notes
 Service plan customers receive 15% discount on Accessories and Disposables.
 6 LP 15 - s/n 41182368 41182371 41182428 41182432
 41183303 42144899 (POS Multi-yr Rnwl Disc)
 1 LP 15 - s/n 43794623 (Multi-yr Rnwl Disc)
 Protect - (Repair Plus scope)

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP15-PCPTOS-1-POS Renewal-PY	07/01/2019	10/31/2019	6	1,500.00	15.00	1,275.00	425.00	2,550.00 *
LP15-PCPTOS-1-PY	07/01/2019	10/31/2019	1	1,500.00	5.00	1,425.00	475.00	475.00 *

* Denotes Proration
 Product Descriptions provided below signature line.

Subtotal	USD 3,025.00
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 3,025.00
<hr/>	
List Price Total	USD 4,450.00
Total Discount	USD -1,425.00
Estimated Tax + S&H	USD 0.00

Pricing Summary Totals

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE
 USD 3,025.00

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
 PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address <input type="checkbox"/> same as address on quote <hr/> Account Name <hr/> Address <hr/> City <hr/> State Zip Code <hr/> Accounts Payable Contact Information <hr/> Accounts Payable Contact <hr/> Accounts Payable Email <hr/> Authorized Customer Signature <hr/> Name <hr/> Title	Shipping Address <input type="checkbox"/> same as Billing Address <hr/> Account Name <hr/> Address <hr/> City <hr/> State Zip Code <hr/> <hr/> Accounts Payable Phone Number <hr/> Customer is Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> Signature <hr/> Date
--	---

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number TL/15279301/213490 /00186340

Product	Product Description
LP15-PCPTOS-1-POS Renewal-PY	LIFEPAK15 Service - 1 YEAR. On-site ProCare Protect. On-site ProCare Protect Coverage for LIFEPAK 15 Includes: -Services performed at customer's location by a Stryker Technical Specialist -Parts and labor necessary to restore device to original specifications -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed - Battery Replacement Service
LP15-PCPTOS-1-PY	LIFEPAK15 Service - 1 YEAR. On-site ProCare Protect. On-site ProCare Protect Coverage for LIFEPAK 15 Includes: -Services performed at customer's location by a Stryker Technical Specialist -Parts and labor necessary to restore device to original specifications -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed - Battery Replacement Service

Service Plan Summary
List of covered equipment by location will be provided upon Customer's signature of this quote.

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at https://www.stykeremergencycare.com/globalassets/assets/general-documents/device_warranty_statement.pdf. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy

of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.stykeremergencycare.com/service-support-overview/service-hospitals-ems/> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan



Stryker.
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A
www.strykeremergencycare.com
tel (800) 442.1142
fax (800) 772.3340

Quote Number 00186350
Create Date 7/30/2019 10:25 AM
Quote Expiration Date 10/28/2019
Quote Consultant Trish Lundeen
 (425) 867-4785
 trish.lundeen@stryker.com
 WECC57

Service Plan Quote

Account: 15279301	Service Plan Detail																		
MISSOURI CITY FD Attn: Mike Hafer, Division Chief - Operations 3849 CARTWRIGHT RD MISSOURI CITY, TX 77459 (281) 403-4300 michael.hafer@missouricitytx.gov	<table border="0"> <tr> <td>Type</td> <td>Renewal</td> </tr> <tr> <td>Service Plan Start Date</td> <td>11/01/2019</td> </tr> <tr> <td>Service Plan End Date</td> <td>10/31/2022</td> </tr> <tr> <td>Reference Plan</td> <td>DS016926</td> </tr> <tr> <td>Billing Frequency</td> <td>Annual</td> </tr> <tr> <td>Terms</td> <td>All quotes subject to credit approval and the following terms and conditions</td> </tr> <tr> <td>Net Terms</td> <td>NET 30</td> </tr> <tr> <td>Promotion</td> <td></td> </tr> <tr> <td>Coverage Details-Brochure</td> <td>https://www.strykeremergencycare.com/globalassets/assets/general-documents/procare_ec_lifepak_lucas_sell_sheet.pdf</td> </tr> </table>	Type	Renewal	Service Plan Start Date	11/01/2019	Service Plan End Date	10/31/2022	Reference Plan	DS016926	Billing Frequency	Annual	Terms	All quotes subject to credit approval and the following terms and conditions	Net Terms	NET 30	Promotion		Coverage Details-Brochure	https://www.strykeremergencycare.com/globalassets/assets/general-documents/procare_ec_lifepak_lucas_sell_sheet.pdf
Type	Renewal																		
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Promotion																			
Coverage Details-Brochure	https://www.strykeremergencycare.com/globalassets/assets/general-documents/procare_ec_lifepak_lucas_sell_sheet.pdf																		

Notes

Service plan customers receive 15% discount on Accessories and Disposables.

*Monitor scope is Prevent (comprehensive)
 6 LP 15 - s/n 41182368 41182371 41182428 41182432
 41183303 42144899 (POS Multi-yr Rnwl Disc)
 1 LP 15 - s/n 43794623 (Multi-yr Rnwl Disc)

*AED scope is Preventive Maintenance (PM only)
 9 LP 1000 AED - s/n 36992472 36992473 36992474 36992475 36992476 36992477 36992478 36992479 36994622 (Multi-yr Rnwl Disc)

6 LP CR AED - s/n 40181599 40197629 40197630 40701796 40701797 40701799 (Multi-yr Rnwl Disc)

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP15-PCPVOS-3-POS Renewal	11/01/2019	10/31/2022	6	5,400.00	15.00	1,530.00	4,590.00	27,540.00
LP15-PCPVOS-3	11/01/2019	10/31/2022	1	5,400.00	5.00	1,710.00	5,130.00	5,130.00
LP1000-OSPM-3	11/01/2019	10/31/2022	9	1,188.00	5.00	376.20	1,128.60	10,157.40
LPCR-OSPM-3	11/01/2019	10/31/2022	6	1,116.00	5.00	353.40	1,060.20	6,361.20

* Denotes Proration
 Product Descriptions provided below signature line.

Subtotal	USD 49,188.60
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00

Grand Total USD 49,188.60

Pricing Summary Totals

Quote Number
00186350

THIS IS NOT AN INVOICE

Page 1

List Price Total	USD 55,188.00
Total Discount	USD -5,999.40
Estimated Tax + S&H	USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE
USD 49,188.60

Please provide a company issued Purchase Order that includes Billing and Shipping Address.

PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address <input type="checkbox"/> same as address on quote _____ Account Name _____ Address _____ City _____ State _____ Zip Code _____	Shipping Address <input type="checkbox"/> same as Billing Address _____ Account Name _____ Address _____ City _____ State _____ Zip Code _____
Accounts Payable Contact Information _____ Accounts Payable Contact _____ Accounts Payable Email _____	_____ Accounts Payable Phone Number _____ Customer is Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No
Authorized Customer Signature _____ Name _____ Title _____	_____ Signature _____ Date _____

Optional information:

Special Ship to Address _____

Comments _____

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number TL/15279301/213492 /00186350

Product	Product Description
LP15-PCPVOS-3-POS Renewal	LIFEPAK15 Service - 3 YEAR. On-site ProCare Prevent Coverage. Annual Payments. Includes: -Services performed at customer's location by a Stryker Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service
LP15-PCPVOS-3	LIFEPAK15 Service - 3 YEAR. On-site ProCare Prevent Coverage for LIFEPAK 15 Includes: -Services performed at customer's location by a Stryker Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service
LP1000-OSPM-3	LIFEPAK1000 Service - 3 YEAR. On-site Preventive Maintenance. On-Site Preventive Maintenance Coverage for LIFEPAK 1000 Includes: -Services performed at customer's location by a Stryker Technical Specialist -Annual Preventive Maintenance and inspections including quality assurance documentation - Discounts on accessories and disposables -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service -Replacement of adult electrodes at scheduled time of service due to expiration or failure.
LPCR-OSPM-3	LIFEPAKCR+ Service - 3 YEAR. On-site Preventive Maintenance. On-Site Preventive Maintenance Coverage for LIFEPAK CR Plus Includes: -Services performed at customer's location by a Stryker Technical Specialist -Annual Preventive Maintenance and inspections including quality assurance documentation -

	Discounts on accessories and disposables -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery CHARGE-PAK and Electrode replacement at time of scheduled service
--	---

Service Plan Summary
List of covered equipment by location will be provided upon Customer's signature of this quote.

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at https://www.strykeremergencycare.com/globalassets/assets/general-documents/device_warranty_statement.pdf. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

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Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan



CITY COUNCIL AGENDA ITEM COVER MEMO

August 19, 2019

To: Mayor and City Council
Agenda Item: 10(a) Ordinance Ordering the 2019 General Election
Submitted by: Maria Jackson, City Secretary

SYNOPSIS

This is a one reading ordinance ordering the general election for November 5, 2019 to elect councilmembers to Districts A, B, C, and D.

BACKGROUND

Statutorily, August 19, 2019, is the recommended last day for City Council to order the designation of election precincts and polling places. Monday, August 19, 2019, is statutory the last day for ordering the general election. If the Council passes the ordinance tonight, the Council is well within the time constraints for ordering the election.

Sufficient funds have been budgeted for conducting the City's general election on November 5, 2019. The cost of Missouri City's general election is dependent upon the shared cost of each jurisdiction contracting with Fort Bend County for election services in November. The total cost for election services may fluctuate due to jurisdictions cancelling their elections, which may increase Missouri City's shared cost for election services. Should the City cancel any district election race, the City's election cost would be less than estimated. Should the City hold a runoff election, the election cost will significantly increase.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	Proposed FY20 Funds Budgeted	Proposed FY20 Funds Available	Amount Requested
General Fund	101-53511-10-102	Election Expense	\$60,200	\$60,200	\$60,200*

*Estimated costs

Purchasing Review: N/A

Financial/Budget Review: Bertha P. Alexander, Budget & Financial Reporting Manager

Note: Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

SUPPORTING MATERIALS

1. Ordinance

STAFF'S RECOMMENDATION

Consider adopting this ordinance ordering the election on the first and final reading.

Director Approval: Maria Jackson, City Secretary

ORDINANCE NO. O-19-__

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, PROVIDING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2019, FOR THE PURPOSE OF ELECTING SINGLE-MEMBER DISTRICT COUNCILMEMBERS FOR DISTRICTS A, B, C, AND D; PROVIDING FOR JOINT ELECTIONS ON NOVEMBER 5, 2019, WITH OTHER ENTITIES CONTRACTING WITH FORT BEND COUNTY AND HARRIS COUNTY, RESPECTIVELY, FOR SUCH JOINT ELECTIONS; PROVIDING FOR ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, the City Council of the City of Missouri City, Texas (the "City") has determined that a general election should be held in the City for the purpose of electing Councilmembers for Districts A, B, C, and D; and

WHEREAS, the City Council desires to proceed with the ordering of such election and has determined that holding such election is in the public interest; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. *Election order.* A general municipal election is hereby called and ordered for the 5th day of November, 2019 ("Election Day"), at which election all qualified voters residing within the corporate limits of the City of Missouri City, Texas, may vote for the purpose of electing their respective district councilmember to Districts A, B, C, and D, for full two-year terms. Said election shall be held in accordance with the Texas Election Code.

Section 2. *Election administrators.* For the portions of the City within Fort Bend County, for the general election called and ordered for the purpose of electing district councilmembers to Districts A, B, C, and D, the Fort Bend County Elections Administrator shall act as Contracting Officer. The election officials for each City of Missouri City precinct in Fort Bend County shall be designated by the Elections Administrator of Fort Bend County; and such election officials shall conduct the City's general election in accordance with the "Fort Bend County Joint Election Agreement and Contract" to be approved and entered into. The Elections Administrator of Fort Bend County is hereby authorized and instructed to provide and furnish all necessary election supplies for all City of Missouri City precincts in Fort Bend County. The official mailing address of the Elections Administrator is 301 Jackson Street, Richmond, Texas 77469; and the physical address is 4520 Reading Road, Suite A-400, Rosenberg,

Texas 77471. For the portions of the City within Harris County, for the general election called and ordered for the purpose of electing district councilmembers to Districts A, B, C, and D, the Harris County Elections Administrator shall act as Contracting Officer. The election officials for each City of Missouri City precinct in Harris County shall be designated by the Elections Administrator of Harris County; and such election officials shall conduct the City's general election in accordance with the "Harris County Joint Election Agreement and Contract" to be approved and entered into. The Elections Administrator of Harris County is hereby authorized and instructed to provide and furnish all necessary election supplies for all City of Missouri City precincts in Harris County. The official mailing address of the Elections Administrator is P.O. Box 1148, Houston, Texas 77251-1148; and the physical address is 1001 Preston Street, 4th Floor, Room 440, Houston, Texas 77002.

Section 3. *Election Day polling places and precincts.* The polling places for voting on Election Day for each City election precinct located in Fort Bend County shall be at the locations designated by Fort Bend County as countywide polling places and as set forth in Exhibit A, attached hereto and made a part hereof. Exhibit A may be modified to include additional or different locations designated by the Fort Bend County Elections Administrator and to conform to the Fort Bend County Joint Election Agreement and Contract. The polling place for voting on Election Day for each City election precinct located in Harris County shall be at the locations designated by Harris County as the polling place or the polling places set forth in Exhibit B, attached hereto and made a part hereof. Exhibit B may be modified to include additional or different locations designated by the Harris County Elections Administrator and to conform to the Harris County Joint Election Agreement and Contract.

Section 4. *Election Day schedule.* Each polling place on Election Day shall be open from 7:00 a.m. to 7:00 p.m.

Section 5. *Early voting polling places and schedule.* Early voting by personal appearance for each City election precinct located in Fort Bend County shall be at the locations, dates, and times as set forth in Exhibit C, attached hereto and made a part hereof. Exhibit C may be modified to include additional or different early voting locations, dates, and times designated by the Fort Bend County Elections Administrator and to conform to the Fort Bend County Joint Election Agreement and Contract. Early voting by personal appearance for each City election precinct located in Harris County shall be at the locations, dates, and times as set forth in Exhibit D, attached hereto and made a part hereof. Exhibit D may be modified to include additional or different early voting locations, dates, and times designated by the Harris County Elections Administrator and to conform to the Harris County Joint Election Agreement and Contract.

Section 6. *Method of voting.* Voting at the election, including early voting by personal appearance, shall be by use of the electronic voting system designated by the contracting entity and approved by the Texas Secretary of State. Early voting by mail

shall be by paper ballot processed by an Early Voting Ballot Board through an electronic voting system designated by the contracting entity and approved by the Texas Secretary of State.

Section 7. *Early voting.* The Fort Bend County Elections Administrator is hereby designated as the Early Voting Clerk for each City election precinct located in Fort Bend County. An application for a voting ballot to be voted by mail for each City election precinct located in Fort Bend County shall be mailed to: Fort Bend County Elections Administrator, 301 Jackson Street, Richmond, Texas 77469; personally delivered to: 4520 Reading Road, Suite A-400, Rosenberg, Texas 77471; faxed to: 281-341-4418 or emailed to: vote@fortbendcountytexas.gov. If mailed, faxed, or sent by email or common carrier, an application for a voting ballot to be voted by mail must be received no later than the later of the close of business or noon on Friday, October 25, 2019. If personally delivered, an application for a voting ballot to be voted by mail must be received no later than the close of business on Friday, October 18, 2019. The Harris County Elections Administrator is hereby designated as the Early Voting Clerk for each City election precinct located in Harris County. An application for ballot by mail for each City election precinct located in Harris County shall be mailed by regular mail to: Diane Trautman, Harris County Clerk, Attn: Elections Division, PO Box 1148, Houston, TX 77251-1148; sent by common or contract carrier (personal delivery) to: Diane Trautman, Harris County Clerk, 1001 Preston Street, 4th Floor, Room 440, Houston, Texas 77002; faxed to: 713-755-4983 or 713-437-8683; or emailed to: BBM@cco.hctx.net. If sent by faxed or email, the application must be submitted by mail and be received by County Clerk's Office not later than 4th business day after the transmission of fax or email is received. The application for ballot by mail must be received no later than the later of the close of business or noon on Friday, October 25, 2019. If personally delivered, an application for ballot by mail must be received no later than the close of business on Friday, October 18, 2019.

Section 8. *Notice of changes.* The City Secretary shall provide notice of the election in accordance with state law and shall provide notice of any modifications to Exhibits A, B, C, and D on the City's internet website.

Section 9. *Canvassing.* The results of the election shall be canvassed and the returns shall be declared in accordance with state law.

Section 10. *Open meeting.* It is further found and determined that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 11. *Repeal.* Any ordinance or any part of an ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 12. *Severability.* That if any section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid or adjudged unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable; and the City Council of the City of Missouri City, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED on first and final reading this 19th day of August, 2019.

Yolanda Ford, Mayor

ATTEST:

Approved as to form:

Maria Jackson, City Secretary

James Santangelo, Assistant City Attorney
for E. Joyce Iyamu, City Attorney

**Fort Bend County
Election Day Vote Centers
November 5, 2019 Joint Election**

Eligible Missouri City voters residing in Fort Bend County:

Missouri City Precinct No. 1: Those portions of Fort Bend County election Precinct Nos. 1109, 2033, 2050, 2059, 2061, 2075, 2077, 2078, 2081, 2089, 2090, 2091, 2092, 2093, 2108, 2112, 2115, 2136, 2151, 2157, 4028, 4030, 4049, 4062, 4065, and 4127 located within the City.

COUNTYWIDE POLLING PLACE	ADDRESS	CITY	ZIP
Beasley City Hall	319 S. 3rd St	BEASLEY	77417
M.R. Massey Admin. Building	1570 Rabb Road	FRESNO	77545
Mustang Community Center	4521 FM 521	FRESNO	77545
Adams Junior High School	4141 Cross Creek Bend	FULSHEAR	77441
Irene Stern Community Center	6920 Katy-Fulshear Road	FULSHEAR	77441
Mission Bend Branch Library - Meeting	8421 Addicks Clodine Rd	HOUSTON	77083
Pinnacle Senior Center	5525#C Hobby Road	HOUSTON	77053
Ridgegate Community Association	5855 W. Ridgecreek Dr	HOUSTON	77053
Ridgemont Early Childhood Ctr	5353 Ridge Creek Circle	HOUSTON	77053
Beck Jr. High School	5200 S Fry Rd	KATY	77450
Beckendorf Jr High School	8200 South Fry Rd.	KATY	77494
Cinco Ranch Branch Library	2620 Commercial Center Dr	KATY	77494
Firethorne HOA Clubhouse	28800 S. Firethorne Rd	KATY	77479
Living Word Lutheran Church	3700 S. Mason Rd	KATY	77450
Merrell Center	601 S. Stadium lane	KATY	77494
Seven Lakes High School	9251 S Fry Rd	KATY	77494
Tamarron Clubhouse	28707 Tamarron Pkwy	KATY	77449
Tompkins High School	4400 Falcon Landing Blvd	KATY	77494
Kendleton Church of God	619 FM 2919	KENDLETON	77451
Meadows Place City Hall	One Troyan Dr	MEADOWS PLACE	77477
Briarchase Missionary Bapt Church	16000 Blue Ridge Rd	MISSOURI CITY	77489
Chasewood Clubhouse	7622 Chasewood Dr	MISSOURI CITY	77489
Elkins High School	7007 Knights Court	MISSOURI CITY	77459
Hightower High School	3333 Hurricane Lane	MISSOURI CITY	77459
Hunters Glen Elementary School	695 Independence Blvd	MISSOURI CITY	77489
Lake Olympia Marina Clubhouse	180 Island Blvd	MISSOURI CITY	77459
Lantern Lane Elementary School	3323 Mission Valley Dr	MISSOURI CITY	77459
Lexington Creek Elementary School	2335 Dulles Ave	MISSOURI CITY	77459
Missouri City Baptist Church	16816 Quail Park Dr	MISSOURI CITY	77489
Missouri City Community Center	1522 Texas Parkway	MISSOURI CITY	77489
Missouri City Parks & Recreation	2701 Cypress Point Dr	MISSOURI CITY	77459
Quail Valley Elementary School	3500 Quail Village Dr	MISSOURI CITY	77459
QV Fund Office	3603 Glenn Lakes	MISSOURI CITY	77459

Ridge Point High School	500 Waters Lake Blvd	MISSOURI CITY	77459
Sienna Annex	5855 Sienna Springs Way	MISSOURI CITY	77459
Brazos Bend Home & Ranch	22930 FM 1462	NEEDVILLE	77461
Knights of Columbus (Needville)	13631 Highway 36	NEEDVILLE	77461
Orchard City Hall	9714 Kibler	ORCHARD	77464
Bowie Middle School	700 Plantation Dr	RICHMOND	77406
Briscoe Junior High School	4300 FM 723	RICHMOND	77406
Cindy's Palace	1102 FM 2977	RICHMOND	77469
Clayton Oaks Assisted Living	21175 Southwest Freeway	RICHMOND	77469
DeSeo at Grand Mission Clubhouse	19002 Mission Park Dr	RICHMOND	77407
Eagle Heights Church	16718 W. Bellfort Blvd	RICHMOND	77407
Gallery Furniture	7227 W. Grand Pkwy S	RICHMOND	77407
George Bush High School	6707 FM 1464	RICHMOND	77407
George Memorial Library	1001 Golfview Dr	RICHMOND	77469
Great Oaks Baptist Church	7101 FM 2759 Rd	RICHMOND	77469
Joy Lutheran Church	717 FM 359	RICHMOND	77406
Richmond Water Maintenance Facility	110 N. 8th St	RICHMOND	77469
Calvary Baptist Church	4111 Airport Ave	ROSENBERG	77471
Fairgrounds Building "D"	4310 Highway 36 S	ROSENBERG	77471
Our Lady of Guadalupe Family Life	1600 Avenue D	ROSENBERG	77471
Rosenberg Annex Building	4520 Reading Rd	ROSENBERG	77471
Travis Elementary School	2700 Avenue K	ROSENBERG	77471
Simonton City Hall	35011 FM 1093	SIMONTON	77476
Stafford City Hall	2610 South Main	STAFFORD	77477
Clements High School	4200 Elkins Dr	SUGAR LAND	77479
Clyde & Nancy Jacks (First Colony)	3232 Austin Parkway	SUGAR LAND	77479
Commonwealth Clubhouse	4330 Knightsbridge Blvd	SUGAR LAND	77479
Four Corners Community Center	15700 Old Richmond Rd	SUGAR LAND	77478
Garcia Middle School	18550 Old Richmond Rd	SUGAR LAND	77478
Greatwood Community/Rec Center	7225 Greatwood Pkwy	SUGAR LAND	77479
Imperial Park Recreation Center	234 Matlage Way	SUGAR LAND	77478
James Reese Career & Technical Center	12300 University Blvd	SUGAR LAND	77479
Kempner High School	14777 Voss Rd	SUGAR LAND	77498
Kroger's Riverstone (Community Room)	18861 University Blvd	SUGAR LAND	77479
Lost Creek Conference Center	3703 Lost Creek Blvd	SUGAR LAND	77478
Maryam Islamic Center	504 Sartartia Rd	SUGAR LAND	77479
Museum of Natural Science	13016 University Blvd	SUGAR LAND	77479
River Park Recreation Ctr.	5875 Summit Creek Drive	SUGAR LAND	77479
Sartartia Middle School	8125 Homeward Way	SUGAR LAND	77479
Sugar Creek Country Club	420 Sugar Creek Blvd	SUGAR LAND	77478
Sugar Lakes Clubhouse	930 Sugar Lakes Dr	SUGAR LAND	77478
Sugar Land Branch Library	5500 Eldridge	SUGAR LAND	77478
Sugar Land Church of God	1715 Eldridge Rd	SUGAR LAND	77478

Sugar Land City Hall	2700 Town Center Blvd	SUGAR LAND	77479
Townwest Towne Hall	10322 Old Towne Ln	SUGAR LAND	77498
University Branch Library	14010 University Blvd	SUGAR LAND	77479
Thompsons City Hall	520 Thompson Oil Field Rd	THOMPSONS	77481

Those portions of Fort Bend County Precincts Nos. 1097, 1118, 2088, and 4044 falling within the boundaries of the City of Missouri City but having no Missouri City residents will have no Missouri City election day polling places.

**Harris County
Election Day Polling Locations
November 5, 2019 Joint Election**

Eligible Missouri City voters residing in Harris County:

Missouri City Precinct No. 2: That portion of Harris County election Precinct No. 506 located within the City

Precinct 2 polling places shall be the polling places set forth in the agreement to be entered into between the City of Missouri City and Harris County for election services.

**Fort Bend County
Early Voting Schedule
November 5, 2019 Joint Election**

Eligible Missouri City voters residing in Fort Bend County:

Missouri City Precinct No. 1: Those portions of Fort Bend County election Precinct Nos. 1109, 2033, 2050, 2059, 2061, 2075, 2077, 2078, 2081, 2089, 2090, 2091, 2092, 2093, 2108, 2112, 2115, 2136, 2151, 2157, 4028, 4030, 4049, 4062, 4065, and 4127 located within the City.

Early Voting Locations	Hours				
	Monday-Friday Oct. 21-25, 2019	Saturday October 26, 2019	Sunday October 27, 2019	Monday-Wednesday Oct. 28 – 30, 2019	Thursday-Friday Oct 31 – Nov 1, 2019
Irene Stern Community Center 6920 Fulshear-Katy Road Fulshear					
Beasley City Hall 319 S. 3rd Street Beasley					
Kroger's Riverstone (Community Room) 18861 University Blvd. Sugar Land					
Lost Creek Park Conference Center 3703 Lost Creek Blvd. Sugar Land					
Meadows Place City Hall One Troyan Dr. Meadows Place	8:00 a.m. to 5:00 p.m.	8:00 a.m. to 5:00 p.m.	CLOSED	8:00 a.m. to 5:00 p.m.	7:00 a.m. to 7:00 p.m.
Four Corners Community Center 15700 Old Richmond Rd. Sugar Land					
Cinco Ranch Library 2620 Commercial Center Drive Katy					
Hightower High School 3333 Hurricane Lane Missouri City					
Sartartia Middle School 8125 Homeward Way Sugar Land					
Stafford City Hall 2610 Main Street Stafford					

<p>Missouri City Community Center 1522 Texas Pkwy. Missouri City</p> <p>Fort Bend County Rosenberg Annex 4520 Reading Road Rosenberg</p> <p>Clayton Oaks Assisted Living 21175 SW Freeway Richmond</p>	<p>8:00 a.m. to 5:00 p.m.</p>	<p>8:00 a.m. to 5:00 p.m.</p>	<p>12:00 p.m. to 5:00 p.m.</p>	<p>8:00 a.m. to 5:00 p.m.</p>	<p>7:00 a.m. to 7:00 p.m.</p>
<p>Chasewood Clubhouse 7622 Chasewood Drive Missouri City</p>	<p>10:00 a.m. to 7:00 p.m.</p>	<p>8:00 a.m. to 5:00 p.m.</p>	<p>12:00 p.m. to 5:00 p.m.</p>	<p>8:00 a.m. to 5:00 p.m.</p>	<p>7:00 a.m. to 7:00 p.m.</p>
<p>Fort Bend County Road & Bridge 3743 School Street Needville</p> <p>James Bowie Middle School 700 Plantation Dr. Richmond</p> <p>Quail Valley Fund Office 3603 Glenn Lakes Missouri City</p> <p>Sugar Land Branch Library 550 Eldridge Sugar Land</p> <p>Sugar Land City Hall 2700 Town Center Blvd. Sugar Land</p> <p>James Reese Career & Technical Center 12300 University Blvd. Sugar Land</p>	<p>10:00 a.m. to 7:00 p.m.</p>	<p>8:00 a.m. to 5:00 p.m.</p>	<p>CLOSED</p>	<p>10:00 a.m. to 7:00 p.m.</p>	<p>7:00 a.m. to 7:00 p.m.</p>
<p>Jacks Conference Center 3232 Austin Parkway Sugar Land</p> <p>Tompkins High School 4400 Falcon Landing Blvd. Katy</p> <p>Sienna Annex Community Room 5855 Sienna Springs Way Missouri City</p>	<p>10:00 a.m. to 7:00 p.m.</p>	<p>8:00 a.m. to 5:00 p.m.</p>	<p>12:00 p.m. to 5:00 p.m.</p>	<p>10:00 a.m. to 7:00 p.m.</p>	<p>7:00 a.m. to 7:00 p.m.</p>

**Harris County
Early Voting Schedule
November 5, 2019 Joint Election**

Eligible Missouri City voters residing in Harris County:

Missouri City Precinct No. 2: That portion of Harris County election Precinct No. 506 located within the City.

Precinct 2 polling places shall be the polling places set forth in the agreement to be entered into between the City of Missouri City and Harris County for election services.



**CONCEJO MUNICIPAL
MEMORANDO DEL ORDEN DEL DÍA**

19 de agosto de 2019

Para: El alcalde y el Concejo Municipal
Orden del día: 10(a) Ordenanza que ordena las elecciones generales de 2019
Enviado por: Maria Jackson, secretaria municipal

RESUMEN

Esta es una ordenanza de una sola lectura que ordena las elecciones generales del 5 de noviembre de 2019 para elegir a los concejales para los distritos A, B, C y D.

ANTECEDENTES

Por ley, el 19 de agosto de 2019 es el último día recomendado para que el Concejo Municipal ordene la designación de precintos electorales y lugares de votación. El lunes 19 de agosto de 2019 es, por ley, el último día para ordenar las elecciones generales. Si el Concejo aprueba la ordenanza esta noche, el Concejo está dentro de los límites de tiempo para ordenar las elecciones.

Se han presupuestado fondos suficientes para llevar a cabo las elecciones generales de la Ciudad el 5 de noviembre de 2019. El costo de las elecciones generales de Missouri City depende del costo compartido de cada jurisdicción que contrate con el condado de Fort Bend para los servicios electorales en noviembre. Es posible que el costo total de los servicios electorales fluctúe debido a las jurisdicciones que cancelen sus elecciones, lo que puede aumentar los costos compartidos de Missouri City para los servicios electorales. En caso de que la Ciudad cancele cualquier contienda electoral en general, el costo electoral de la Ciudad sería menor al estimado. Si la Ciudad celebra elecciones de segunda vuelta, el costo electoral aumentará significativamente.

ANÁLISIS DEL PRESUPUESTO/FISCAL

Fuente de financiación	Número de cuenta	Código/Nombre del proyecto	Fondos presupuestados propuestos para el año fiscal 2020	Fondos disponibles propuestos para el año fiscal 2020	Monto solicitado
Fondo general	101-53511-10-102	Gastos electorales	\$60,200	\$60,200	\$60,200*

*Costos estimados

Revisión de adquisición: N/A
Revisión financiera/del presupuesto: Bertha P. Alexander, gerente de presupuestos e informes financieros

Nota: el cumplimiento de los requisitos del cuestionario de conflicto de intereses, si corresponde, y los requisitos de divulgación de la parte interesada (HB 1295) se han confirmado/están pendientes dentro de los 30 días de esta acción del Concejo y antes de su ejecución.

MATERIALES COMPLEMENTARIOS

1. Ordenanza

RECOMENDACIÓN DEL PERSONAL

Considerar la adopción de esta ordenanza que ordena las elecciones en la primera y última lecturas.

Aprobación del director: Maria Jackson, secretaria municipal

ORDENANZA N.º O-19-__

UNA ORDENANZA DE LA CIUDAD DE MISSOURI CITY, TEXAS, QUE DISPONE LA CELEBRACIÓN DE UNAS ELECCIONES GENERALES A REALIZARSE EL 5 DE NOVIEMBRE DE 2019 CON EL PROPÓSITO DE ELEGIR CONCEJALES DE DISTRITOS DE UN SOLO MIEMBRO PARA LOS DISTRITOS A, B, C Y D; QUE DISPONE LA CELEBRACIÓN DE ELECCIONES CONJUNTAS A REALIZARSE EL 5 DE NOVIEMBRE DE 2019 CON OTRAS ENTIDADES QUE CELEBRAN CONTRATOS CON EL CONDADO DE FORT BEND Y EL CONDADO DE HARRIS, RESPECTIVAMENTE, PARA TALES ELECCIONES CONJUNTAS; QUE DISPONE PRECINTOS DE ELECCIÓN Y LUGARES DE VOTACIÓN; QUE DISPONE DEROGACIÓN; QUE DISPONE SEPARABILIDAD; Y QUE CONTIENE OTRAS DISPOSICIONES RELATIVAS AL ASUNTO.

* * * * *

CONSIDERANDO QUE, el Concejo Municipal de la Ciudad de Missouri City, Texas (denominada de ahora en adelante la "Ciudad") ha determinado que deberán celebrarse unas elecciones generales en la Ciudad con la finalidad de elegir a los concejales para los distritos A, B, C y D; y

CONSIDERANDO QUE, el Concejo Municipal desea proceder con la realización de dichas elecciones y ha determinado que las mismas son de interés público; por consiguiente,

SEA ORDENADO POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE MISSOURI CITY, TEXAS:

Sección 1. *Orden electoral.* Por medio de la presente, se convocan y ordenan unas elecciones generales municipales para el día 5 de noviembre de 2019 ("Día de las Elecciones"), en la cual todos los votantes calificados que residan dentro de los límites corporativos de la Ciudad de Missouri City, Texas, podrán votar con la finalidad de elegir a sus respectivos concejales de distrito para los distritos A, B, C y D para un período completo de dos años. Dichas elecciones se celebrarán de conformidad con el Código Electoral de Texas.

Sección 2. *Administradores electorales.* Para las partes de la Ciudad dentro del Condado de Fort Bend y para las elecciones generales convocadas y ordenadas con el propósito de elegir a los concejales de distrito para los distritos A, B, C y D, el Administrador Electoral del Condado de Fort Bend actuará como Funcionario Contratante. Los funcionarios electorales para cada precinto de la Ciudad de Missouri City en el Condado de Fort Bend serán designados por el Administrador Electoral del Condado de Fort Bend; estos funcionarios electorales dirigirán las elecciones generales de la Ciudad de conformidad con el "Acuerdo y Contrato de Elecciones

Conjuntas del Condado de Fort Bend” que se aprobará y suscribirá. Por la presente, se autoriza y encomienda al Administrador Electoral del Condado de Fort Bend dotar y facilitar todo el material electoral necesario a todos los precintos de la Ciudad de Missouri City en el Condado de Fort Bend. La dirección de correspondencia oficial del Administrador Electoral es 301 Jackson Street, Richmond, Texas 77469, y su dirección física es 4520 Reading Road, Suite A-400, Rosenberg, Texas 77471. Para las partes de la Ciudad dentro del Condado de Harris y para las elecciones generales convocadas y ordenadas con el propósito de elegir a los concejales de distrito para los distritos A, B, C y D, el Administrador Electoral del Condado de Harris actuará como Funcionario Contratante. Los funcionarios electorales para cada precinto de la Ciudad de Missouri City en el Condado de Harris serán designados por el Administrador Electoral del Condado de Harris; estos funcionarios electorales dirigirán las elecciones generales de la Ciudad de conformidad con el “Acuerdo y Contrato de Elecciones Conjuntas del Condado de Harris” que se aprobará y suscribirá. Por la presente, se autoriza y encomienda al Administrador Electoral del Condado de Harris dotar y facilitar todo el material electoral necesario a todos los precintos de la Ciudad de Missouri City en el Condado de Harris. La dirección de correspondencia oficial del Administrador Electoral es P.O. Box 1148, Houston, Texas 77251-1148, y su dirección física es 1001 Preston, 4th Floor, Room 440, Houston, Texas 77002.

Sección 3. *Lugares y precintos de votación del Día de las Elecciones.* Los lugares de votación para sufragar el Día de las Elecciones en cada uno de los precintos electorales de la Ciudad ubicados en el Condado de Fort Bend estarán en los sitios designados por el Condado de Fort Bend como lugares de votación en todo el Condado y según lo establecido en el Anexo A, que se adjunta a la presente como parte de la misma. El Anexo A puede modificarse para incluir sitios adicionales o distintos designados por el Administrador Electoral del Condado de Fort Bend y de conformidad con el “Acuerdo y Contrato de Elecciones Conjuntas del Condado de Fort Bend”. El lugar de votación para sufragar el Día de las Elecciones en cada uno de los precintos electorales de la Ciudad ubicados en el Condado de Harris estará en los sitios designados por el Condado de Harris como el(los) lugar(es) de votación del Condado y según lo establecido en el Anexo B, que se adjunta a la presente como parte de la misma. El Anexo B puede modificarse para incluir sitios adicionales o distintos designados por el Administrador Electoral del Condado de Harris y de conformidad con el “Acuerdo y Contrato de Elecciones Conjuntas del Condado de Harris”.

Sección 4. *Calendario del Día de las Elecciones.* Cada lugar de votación estará abierto de 7:00 a. m. a 7:00 p. m.

Sección 5. *Lugares de votación anticipada y calendario.* La votación anticipada presencial para cada precinto electoral de la Ciudad ubicado en el Condado de Fort Bend debe realizarse en los sitios, fechas y horarios establecidos en el Anexo C, que se adjunta a la presente como parte de la misma. El Anexo C puede modificarse para incluir lugares, fechas y horarios de votación anticipada adicionales o distintos, designados por el Administrador Electoral del Condado de Fort Bend y de conformidad con el “Acuerdo y Contrato de Elecciones Conjuntas del Condado de Fort Bend”. La votación anticipada presencial para cada precinto electoral de la Ciudad ubicado en el Condado de Harris debe realizarse en los sitios, fechas y horarios establecidos en el Anexo D, que se adjunta a la presente como parte de la misma. El Anexo D puede modificarse para incluir lugares de votación anticipada, fechas y horarios adicionales o distintos, designados por el Administrador Electoral del Condado de Harris y de conformidad con el “Acuerdo y Contrato de Elecciones Conjuntas del Condado de Harris”.

Sección 6. *Método de votación.* La votación en las elecciones, incluida la votación anticipada presencial, debe utilizar el sistema de votación electrónica designado por la entidad contratante y aprobado por la Secretaría del Estado de Texas. La votación anticipada por correspondencia deberá realizarse con una boleta de papel procesada por una Junta de Boletas de Votación Anticipada a través de un sistema de votación electrónica designado por la entidad contratante y aprobado por la Secretaría del Estado de Texas.

Sección 7. *Votación anticipada.* Por la presente, se designa al Administrador Electoral del Condado de Fort Bend como Secretario de Votación Anticipada para cada uno de los precintos electorales de la Ciudad ubicados en el Condado de Fort Bend. La solicitud para recibir una boleta de votación por correspondencia para cada uno de los precintos electorales de la Ciudad ubicados en el Condado de Fort Bend debe enviarse por correspondencia al Administrador Electoral del Condado de Fort Bend, 301 Jackson Street, Richmond, Texas 77469; entregarse personalmente en 4520 Reading Road, Suite A-400, Rosenberg, Texas 77471; enviarse por fax al 281-341-4418; o mediante correo electrónico a vote@fortbendcountytexas.gov. Si se envía por correspondencia, fax, correo electrónico o por un transportista general, la solicitud para recibir una boleta de votación por correspondencia debe recibirse antes de la finalización del horario laboral o el mediodía del viernes 25 de octubre de 2019. Si se entrega personalmente, la solicitud para recibir una boleta de votación por correspondencia debe recibirse antes de la finalización del horario laboral el viernes 18 de octubre de 2019. Por el presente, se designa al Administrador Electoral del Condado de Harris como Secretario de Votación Anticipada para cada uno de los precintos electorales de la Ciudad ubicados en el Condado de Harris. La solicitud para recibir una boleta de votación por correspondencia para cada uno de los precintos electorales de la Ciudad ubicados en el Condado de Harris debe enviarse por correspondencia ordinaria a Diane Trautman, secretaria del Condado de Harris, a la atención de: División Electoral, P.O. Box 1148, Houston, TX 77251-1148; enviarse

mediante un transportista general o contratado (entrega personal) a Diane Trautman, secretaria del Condado de Harris, 1001 Preston Street, 4th Floor, Room 440, Houston, Texas 77002; enviarse por fax al 713-755-4983 o 713-437-8683; o enviarse por correo electrónico a BBM@cco.hctx.net. Si se envía por fax o correo electrónico, la solicitud debe remitirse por correspondencia y recibirse por la Oficina del Secretario del Condado a más tardar el cuarto día hábil posterior a la recepción de la transmisión del fax o correo electrónico. La solicitud de boleta por correspondencia debe recibirse a más tardar antes de la finalización del horario laboral o al mediodía del viernes 25 de octubre de 2019. Si se entrega personalmente, la solicitud para obtener una boleta por correspondencia debe recibirse antes de la finalización del horario laboral el viernes 18 de octubre de 2019.

Sección 8. *Notificación de cambios.* El secretario municipal deberá notificar sobre las elecciones de conformidad con la ley estatal y avisar sobre cualquier modificación a los anexos A, B, C y D en el sitio de web de la Ciudad.

Sección 9. *Escrutinio.* Los resultados de las elecciones se escrutarán y los resultados se declararán de conformidad con la ley estatal.

Sección 10. *Reunión abierta.* De manera adicional, se determina que se publicó una notificación adecuada por escrito con la fecha, hora, lugar y asunto de esta reunión del Concejo Municipal en una ubicación del Ayuntamiento accesible al público, en el plazo previo a esta reunión dispuesto por la Ley de Reuniones Abiertas, capítulo 551, Código de Gobierno de Texas, y que esta reunión ha estado abierta al público según lo requerido por la ley en todo momento durante esta Ordenanza, y que el asunto de discusión al respecto se ha debatido, considerado, y que se ha actuado formalmente en consecuencia. El Concejo Municipal vuelve a ratificar, aprobar y confirmar esta notificación por escrito, sus contenidos y su publicación.

Sección 11. *Derogación.* Todas las ordenanzas o cualquier parte de ellas que entren en conflicto con lo siguiente serán derogadas por la presente solo en la medida de dicho conflicto.

Sección 12. *Separabilidad.* Que si alguna sección, subsección, oración, cláusula o frase de esta ordenanza, o su aplicación a un grupo determinado de personas o circunstancias, llegara a ser considerada inválida por cualquier motivo, o juzgada inconstitucional por un tribunal de jurisdicción competente, esta invalidez no afectará las porciones restantes de esta ordenanza, y a tal fin las distintas porciones y disposiciones de esta ordenanza se declaran separables; y el Ayuntamiento de la Ciudad de Missouri City, Texas, declara haber aprobado todas y cada una de sus partes a pesar de la omisión de cualquiera de esas partes que pueda ser declarada inválida o inconstitucional, se trate bien sea de una o varias partes.

AUTORIZADO, APROBADO y ADOPTADO en la primera y última lecturas este día 19 de agosto de 2019.

Yolanda Ford, alcaldesa

DOY FE:

Aprobado en su formulario:

Maria Jackson, secretaria municipal

James Santangelo, abogado municipal
adjunto para E. Joyce Iyamu, abogada
municipal

Condado de Fort Bend
Centros de votación del día de las elecciones
Elecciones conjuntas del 5 de noviembre de 2019

Votantes de la Ciudad de Missouri City elegibles que residen en el Condado de Fort Bend:
Precinto N.º 1 de Missouri City: aquellas porciones de los precintos electorales N.º 1109, 2033, 2050, 2059, 2061, 2075, 2077, 2078, 2081, 2089, 2090, 2091, 2092, 2093, 2108, 2112, 2115, 2136, 2151, 2157, 4028, 4030, 4049, 4062, 4065 y 4127 del Condado de Fort Bend, ubicados dentro de la Ciudad.

LUGAR DE VOTACIÓN EN TODO EL CONDADO	DIRECCIÓN	CIUDAD	CÓDIGO POSTAL
Ayuntamiento de Beasley	319 S. 3rd St	BEASLEY	77417
Edificio Administrativo M.R. Massey	1570 Rabb Road	FRESNO	77545
Centro Comunitario Mustang	4521 FM 521	FRESNO	77545
Escuela Secundaria Básica Adams	4141 Cross Creek Bend	FULSHEAR	77441
Centro Comunitario Irene Stern	6920 Katy-Fulshear Road	FULSHEAR	77441
Biblioteca Mission Bend Branch - Sala de reuniones	8421 Addicks Clodine Rd	HOUSTON	77083
Centro para Personas Mayores Pinnacle	5525 # C Hobby Road	HOUSTON	77053
Asociación Comunitaria Ridgeway	5855 W.Ridgecreek Dr	HOUSTON	77053
Centro para la Primera Infancia Ridgemont	5353 Ridge Creek Circle	HOUSTON	77053
Escuela Secundaria Básica Beck	5200 S Fry Rd	KATY	77450
Escuela Secundaria Básica Beckendorf	8200 South Fry Rd.	KATY	77494
Biblioteca Cinco Ranch Branch	2620 Commercial Center Dr	KATY	77494
Casa Club Firethorne HOA	28800 S. Firethorne Rd	KATY	77479
Iglesia Luterana Living Word	3700 S. Mason Rd	KATY	77450
Centro Merrell	Carril 601 S. Stadium	KATY	77494
Escuela Secundaria Seven Lakes	9251 S Fry Rd	KATY	77494
Casa Club Tamarron	28707 Tamarron Pkwy	KATY	77449
Escuela Secundaria Tompkins	4400 Falcon Landing Blvd	KATY	77494
Kendleton Church of God	619 FM 2919	KENDLETON	77451
Ayuntamiento de Meadows Place	One Troyan Dr	MEADOWS PLACE	77477
Iglesia Bautista Briarchase Missionary	16000 Blue Ridge Rd	MISSOURI CITY	77489
Casa Club Chasewood	7622 Chasewood Dr	MISSOURI CITY	77489
Escuela Secundaria Elkins	7007 Knights Court	MISSOURI CITY	77459
Escuela Secundaria Hightower	3333 Hurricane Lane	MISSOURI CITY	77459
Escuela Primaria Hunters Glen	695 Independence Blvd	MISSOURI CITY	77489
Club Náutico Lake Olympia	180 Island Blvd	MISSOURI CITY	77459
Escuela Primaria Lantern Lane	3323 Mission Valley Dr	MISSOURI CITY	77459
Escuela Primaria Lexington Creek	2335 Dulles Ave	MISSOURI CITY	77459
Iglesia Bautista Missouri City	16816 Quail Park Dr	MISSOURI CITY	77489
Centro Comunitario Missouri City	1522 Texas Parkway	MISSOURI CITY	77489
Parques y Recreación Missouri City	2701 Cypress Point Dr	MISSOURI CITY	77459

Escuela Primaria Quail Valley	3500 Quail Village Dr	MISSOURI CITY	77459
QV Fund Office	3603 Glenn Lakes	MISSOURI CITY	77459
Escuela Secundaria Ridge Point	500 Waters Lake Blvd	MISSOURI CITY	77459
Sienna Annex	5855 Sienna Springs Way	MISSOURI CITY	77459
Brazos Bend Home & Ranch	22930 FM 1462	NEEDVILLE	77461
Knights of Columbus (Needville)	13631 Highway 36	NEEDVILLE	77461
Ayuntamiento de Orchard	9714 Kibler	ORCHARD	77464
Escuela Intermedia Bowie	700 Plantation Dr	RICHMOND	77406
Escuela Secundaria Básica Briscoe	4300 FM 723	RICHMOND	77406
Cindy's Palace	1102 FM 2977	RICHMOND	77469
Hogar Geriátrico Clayton Oaks	21175 Southwest Freeway	RICHMOND	77469
Casa Club DeSeo en Grand Mission	19002 Mission Park Dr	RICHMOND	77407
Iglesia Eagle Hights	16718 W. Belfort Blvd	RICHMOND	77407
Gallery Furniture	7227 W. Grand Pkwy S	RICHMOND	77407
Escuela Secundaria George Bush	6707 FM 1464	RICHMOND	77407
Biblioteca George Memorial	1001 Golfview Dr	RICHMOND	77469
Iglesia Bautista Great Oaks	7101 FM 2759 Rd	RICHMOND	77469
Iglesia Luterana Joy	717 FM 359	RICHMOND	77406
Instalación de Mantenimiento de Agua de Richmond	110 N. 8th St	RICHMOND	77469
Iglesia Bautista Calvary	4111 Airport Ave	ROSENBERG	77471
Recinto Ferial Edificio "D"	4310 Highway 36 S	ROSENBERG	77471
Centro de Vida Familiar Our Lady of Guadalupe	1600 Avenue D	ROSENBERG	77471
Rosenberg Annex Building	4520 Reading Rd	ROSENBERG	77471
Escuela Primaria Travis	2700 Avenue K	ROSENBERG	77471
Ayuntamiento de Simonton	35011 FM 1093	SIMONTON	77476
Ayuntamiento de Stafford	2610 South Main	STAFFORD	77477
Escuela Secundaria Clements	4200 Elkins Dr	SUGAR LAND	77479
Centro de Conferencias Clyde & Nancy Jacks (First Colony)	3232 Austin Parkway	SUGAR LAND	77479
Casa Club Commonwealth	4330 Knightsbridge Blvd	SUGAR LAND	77479
Centro Comunitario Four Corners	15700 Old Richmond Rd	SUGAR LAND	77478
Escuela Intermedia Garcia	18550 Old Richmond Rd	SUGAR LAND	77478
Centro Comunitario y Recreativo Greatwood	7225 Greatwood Pkwy	SUGAR LAND	77479
Centro Recreativo Arlington Park	234 Matlage Way	SUGAR LAND	77478
Centro Técnico y Profesional James Reese	12300 University Blvd	SUGAR LAND	77479
Escuela Secundaria Kempner	14777 Voss Rd	SUGAR LAND	77498
Kroger's Riverstone (Salón Comunitario)	18861 University Blvd	SUGAR LAND	77479
Centro de Conferencias Lost Creek	3703 Lost Creek Blvd	SUGAR LAND	77478
Centro Islámico Maryam	504 Sartartia Rd	SUGAR LAND	77479
Museo de Ciencias Naturales	13016 University Blvd	SUGAR LAND	77479

Centro Recreativo River Park	5875 Summit Creek Drive	SUGAR LAND	77479
Escuela Intermedia Sartartia	8125 Homeward Way	SUGAR LAND	77479
Club Campestre Sugar Creek	420 Sugar Creek Blvd	SUGAR LAND	77478
Casa Club Sugar Lakes	930 Sugar Lakes Dr	SUGAR LAND	77478
Biblioteca Sugar Land Branch	5500 Eldridge	SUGAR LAND	77478
Sugar Land Church of God	1715 Eldridge Rd	SUGAR LAND	77478
Ayuntamiento de Sugar Land	2700 Town Center Blvd	SUGAR LAND	77479
Townwest Towne Hall	10322 Old Towne Ln	SUGAR LAND	77498
Biblioteca University Branch	14010 University Blvd	SUGAR LAND	77479
Ayuntamiento de Thompsons	520 Thompson Oil Field Rd	THOMPSONS	77481

Aquellas porciones de los precintos N.º 1097, 1118, 2088 y 4044 del Condado de Fort Bend están dentro de los límites de la Ciudad de Missouri City; sin embargo, al no tener residentes de Missouri City no tendrán lugares de votación el día de las elecciones de Missouri City.

Condado de Harris
Lugares de votación del día de las elecciones
Elecciones conjuntas del 5 de noviembre de 2019

Votantes de la Ciudad de Missouri City elegibles que residan en el Condado de Harris:
Precinto N.º 2 de Missouri City: aquella porción del Precinto Electoral N.º 506 del
Condado de Harris ubicado dentro de la Ciudad

Los lugares de votación del Precinto N.º 2 serán los lugares de votación establecidos en el acuerdo que se celebrará entre la Ciudad de Missouri City y el Condado de Harris para servicios electorales.

**Condado de Fort Bend
Calendario de votación anticipada
Elecciones conjuntas del 5 de noviembre de 2019**

Votantes de la Ciudad de Missouri City elegibles que residen en el Condado de Fort Bend:

Precinto N.º 1 de Missouri City: aquellas porciones de los precintos electorales N.º 1109, 2033, 2050, 2059, 2061, 2075, 2077, 2078, 2081, 2089, 2090, 2091, 2092, 2093, 2108, 2112, 2115, 2136, 2151, 2157, 4028, 4030, 4049, 4062, 4065 y 4127 del Condado de Fort Bend, ubicados dentro de la Ciudad.

Ubicaciones de votación anticipada	Horas				
	Lunes-viernes 21-25 de octubre de 2019	Sábado 26 de octubre de 2019	Domingo 27 de octubre de 2019	Lunes-miércoles 28-30 de octubre de 2019	Jueves- viernes 31 de octubre-1 de noviembre de 2019
Centro Comunitario Irene Stern 6920 Fulshear-Katy Road FULSHEAR Ayuntamiento de Beasley 319 S. 3 rd Street BEASLEY Kroger's Riverstone (Salón Comunitario) 18861 University Blvd. SUGAR LAND Centro de Conferencias Lost Creek Park 3703 Lost Creek Blvd. SUGAR LAND Ayuntamiento de Meadows Place One Troyan Dr. MEADOWS PLACE Centro Comunitario Four Corners 15700 Old Richmond Rd. SUGAR LAND Biblioteca Cinco Ranch 2620 Commercial Center Drive KATY Escuela Secundaria Hightower 3333 Hurricane Lane MISSOURI CITY Escuela Intermedia Sartartia 8125 Homeward Way SUGAR LAND Ayuntamiento de Stafford 2610 Main Street STAFFORD	8:00 a. m. a 5:00 p. m.	8:00 a. m. a 5:00 p. m.	CERRADO	8:00 a. m. a 5:00 p. m.	7:00 a. m. a 7:00 p. m.

<p>Centro Comunitario Missouri City 1522 Texas Pkwy. MISSOURI CITY</p> <p>Fort Bend County Rosenberg Annex 4520 Reading Road Rosenberg</p> <p>Hogar Geriátrico Clayton Oaks 21175 SW Freeway Richmond</p>	<p>8:00 a. m. a 5:00 p. m.</p>	<p>8:00 a. m. a 5:00 p. m.</p>	<p>12:00 p. m. a 5:00 p. m.</p>	<p>8:00 a. m. a 5:00 p. m.</p>	<p>7:00 a. m. a 7:00 p. m.</p>
<p>Casa Club Chasewood 7622 Chasewood Drive Missouri City</p>	<p>10:00 a. m. a 7:00 p. m.</p>	<p>8:00 a. m. a 5:00 p. m.</p>	<p>12:00 p. m. a 5:00 p. m.</p>	<p>8:00 a. m. a 5:00 p. m.</p>	<p>7:00 a. m. a 7:00 p. m.</p>
<p>Fort Bend County Road & Bridge 3743 School Street Needville</p> <p>Escuela Intermedia James Bowie 700 Plantation Dr. Richmond</p> <p>Quail Valley Fund Office 3603 Glenn Lakes Missouri City</p> <p>Biblioteca Sugar Land Branch 550 Eldridge SUGAR LAND</p> <p>Ayuntamiento de Sugar Land 2700 Town Center Blvd. SUGAR LAND</p> <p>Centro Técnico y Profesional James Reese 12300 University Blvd. SUGAR LAND</p>	<p>10:00 a. m. a 7:00 p. m.</p>	<p>8:00 a. m. a 5:00 p. m.</p>	<p>CERRADO</p>	<p>10:00 a. m. a 7:00 p. m.</p>	<p>7:00 a. m. a 7:00 p. m.</p>
<p>Centro de Conferencias Jacks 3232 Austin Parkway SUGAR LAND</p> <p>Escuela Secundaria Tompkins 4400 Falcon Landing Blvd. KATY</p> <p>Salón Comunitario Sienna Annex 5855 Sienna Springs Way MISSOURI CITY</p>	<p>10:00 a. m. a 7:00 p. m.</p>	<p>8:00 a. m. a 5:00 p. m.</p>	<p>12:00 p. m. a 5:00 p. m.</p>	<p>10:00 a. m. a 7:00 p. m.</p>	<p>7:00 a. m. a 7:00 p. m.</p>

**Condado de Harris
Calendario de votación anticipada
Elecciones conjuntas del 5 de noviembre de 2019**

Votantes de la Ciudad de Missouri City elegibles que residan en el Condado de Harris:
Precinto N.º 2 de Missouri City: aquella porción del Precinto Electoral N.º 506 del Condado de Harris ubicado dentro de la Ciudad.

Los lugares de votación del Precinto N.º 2 serán los lugares de votación establecidos en el acuerdo que se celebrará entre la Ciudad de Missouri City y el Condado de Harris para servicios electorales.



CITY COUNCIL AGENDA ITEM COVER MEMO

August 19, 2019

To: Mayor and City Council
Agenda Item: 10(b) Consider an ordinance amending Chapter 2, Administration of the Missouri City Code; amending regulations regarding tagging final action on agenda items
Submitted by: James Santangelo, Assistant City Attorney

SYNOPSIS

Pursuant to a request made by Councilmember Emery for an update to the City's procedure for tagging agenda items brought before the City Council during meetings, this item amends Section 2-77(b) in the City Code, placing additional regulation tagging rules. Tagging an item postpones such item until the next legally posted City Council meeting.

BACKGROUND

On or about June 10, 2019, City Secretary Maria Jackson completed and distributed research regarding the tagging procedures of certain benchmark cities in the state and in the Houston area. Such research yielded that many cities either do not have a tagging ordinance or place more stringent limitations than those of the City. As a result, and to further the goals of government transparency and the efficient retention of opportunities to the City, Councilmember Emery proposed certain amendments to the current tagging rules. This item was discussed at both the June 26, 2019, and the July 16, 2019, Ordinances, Resolutions, Elections, and Council Governance Review Committee meetings.

Such changes incorporated into the proposed amendment include requiring a request for tagging to be proposed before discussion on an item takes place, requiring a reason be stated for the request to tag an item, prohibiting the ability for a councilmember to tag an ordinance or resolution, and requiring the entire Council to vote whether or not to tag items that City staff deems time sensitive. Like the current rules, this amendment to the tagging ordinance will be incorporated into Section 2-77(b) of the City Code.

BUDGET ANALYSIS

Funds are not being requested at this time.

SUPPORTING MATERIALS

1. Ordinance
2. Changes marked between the current tagging ordinance and the proposed amendment

STAFF'S RECOMMENDATION

The City Council may consider and approve the amendment to the tagging ordinance.

Director Approval: Jamilah Way, First Assistant City Attorney
Assistant City Manager/City Manager Approval: Bill Atkinson, Assistant City Manager

ORDINANCE NO. O-19-__

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS,
AMENDING CHAPTER 2, ADMINISTRATION, OF THE MISSOURI CITY
CODE; AMENDING REGULATIONS REGARDING TAGGING FINAL
ACTION ON AGENDA ITEMS; PROVIDING FOR REPEAL; AND
PROVIDING FOR SEVERABILITY.**

* * * * *

WHEREAS, under the fundamental philosophy of the constitutional form of representative government, it is a chief goal of the City Council of the City of Missouri City to promote and foster transparency at all times regarding the affairs of government and the official acts of public servants; and

WHEREAS, the City Council of the City of Missouri City may, from time to time, desire to postpone items brought before it for final action in order to ensure all matters are thoroughly researched and the most current information is obtained by the City Council in order to make the most informed decisions for the best interest of the residents of the City of Missouri City; and

WHEREAS, the City Council of the City of Missouri City now deems it appropriate to further such goals by amending the rules regarding the tagging of final actions on agenda items; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The Missouri City Code is hereby amended by deleting subsection 2-77(b) of Division 3 of Article II of Chapter 2 thereof and substituting therefor, a new subsection 2-77(b) of Division 3 of Article II of Chapter 2 to provide as follows:

“Chapter 2 – ADMINISTRATION

. . . .

ARTICLE II. – CITY COUNCIL

. . . .

Division 3. – Meetings

. . . .

Sec. 2-77. – Order of business.

. . . .

(b) Tagging final action on an agenda item.

(1) A councilmember may make a request of the presiding officer to tag final action on an agenda item, subject to the exceptions and requirements provided herein. Such tagging shall postpone final action on the agenda item until the next regular council meeting when the item can be legally noticed.

(2) A councilmember may request to tag a final action on an agenda item only before any other motion is made on the agenda item, and if the councilmember is present for at least part of the consideration of such item. Upon making such request, the councilmember shall include a reason that the councilmember wishes to postpone final action on such item.

(3) A councilmember may not tag final action on:

- a. any ordinance or resolution.
- b. the consent agenda as a whole or on any individual item removed by city council action from the consent agenda.
- c. an emergency item.
- d. an agenda item which has been previously tagged.

(4) A request to tag an item shall be approved by the presiding officer, provided such tagging shall not render such agenda item moot, as determined by the city manager or his designee. Should such a determination be made, the item will be considered time sensitive and a majority vote of the council is required to tag such item.”

Section 3. Repeal. All ordinances or parts of ordinances in conflict herewith, if any, shall be and are hereby repealed only to the extent of such conflict.

Section 4. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof, other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this 19th day of August, 2019.

PASSED, APPROVED and ADOPTED on second and final reading this ____ day of ____, 2019.

Yolanda Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson, City Secretary

James Santangelo, Assistant City Attorney
for E. Joyce Iyamu, City Attorney

CHANGES MARKED

Chapter 2 – ADMINISTRATION

Style Definition: Normal

ARTICLE II. – CITY COUNCIL

Division 3. – Meetings

Sec. 2-77. – Order of business.

(b) *Tagging final action on an agenda item.*

(1) A councilmember may make a request of the presiding officer to tag final ~~action on an agenda item—, subject to the exceptions and requirements~~ provided such tagging ~~shall not render such agenda item moot herein.~~ Such tagging shall postpone final action ~~—~~ on the agenda item until the next regular council meeting when the item can be ~~—~~legally noticed.

(2) A councilmember may request to tag a final action on an agenda item only before any other motion is made on the agenda item, and if the ~~—~~councilmember is present for at least part of the consideration of such item. Upon making such request, the councilmember shall include a reason that the councilmember ~~—~~ wishes to postpone final action on such item.

(3) A councilmember may ~~tag final action on an agenda item only if the tagging is made prior to the vote on the final action on the agenda item.~~

~~(4) A councilmember may not tag final action on an agenda item which has been previously tagged.~~

~~(5) A councilmember may not tag final action on:~~

a. any ordinance or resolution.

~~b. an emergency item.~~

~~(6) A councilmember may not tag final action on~~ the consent agenda as a whole ~~—~~ or on any individual item removed by ~~—~~ city council action from the consent agenda.

c. an emergency item.

d. an agenda item which has been previously tagged.

~~(4) A request to tag an item shall be approved by the presiding officer, provided such tagging shall not render such agenda item moot, as determined by the city manager or his designee. Should such a determination be made, the item will be considered time sensitive and a majority vote of the council is required to tag such item.~~

CHANGES MARKED



CITY COUNCIL AGENDA ITEM COVER MEMO

August 19, 2019

To: Mayor and City Council
Agenda Item: 11(a) JAG grant
Submitted by: Rachel Murray, Program Coordinator

SYNOPSIS

Missouri City Police Department wishes to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for the amount of \$10,600, with no match needed. The money will be used to outfit new equipment for the workout room in order to become more aligned with the Wellness Initiative.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Develop a high performing City team

BACKGROUND

The Office of Justice JAG grant has allocated \$10,600 for the Missouri City Police Department (MCPD). The MCPD would like to purchase two Concept 2 Model D Rowers, a new treadmill, and a new elliptical machine for the weight room located at the police department. This money would also be used to attend certification training at the Department of Public Safety (DPS) for the Concept 2 rowers in order to change the current new hire testing from a physical agility course to an endurance test utilizing the rowers.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY20 Funds Budgeted	FY20 Funds Available	Amount Requested
Machinery and Equipment	230-58600-13-999	Expense	\$0	\$0	\$10,600
Office of Justice JAG Grant	230-46126-13-001	Revenue	\$0	\$0	(\$10,600)

Purchasing Review: N/A
Financial/Budget Review: Wanja Thomas, MBA

Note: Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

SUPPORTING MATERIALS

1. Resolution
2. Pre-approval

- 3. Solicitation
- 4. Budget amendment

STAFF'S RECOMMENDATION

Staff recommends approval of the resolution.

Director Approval: Michael A. Berezin, Chief of Police

**Assistant City Manager/
City Manager Approval:** Bill Atkinson

RESOLUTION NO. R-19-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, APPROVING THE SUBMISSION OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE TO FUND THE PURCHASE OF FITNESS EQUIPMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

* * * * *

WHEREAS, the United States Department of Justice (“DOJ”) has established the Office of Justice Programs (“OJP”) to increase public safety and improve the fair administration of justice across the United States of America through innovative leadership and programs, and the Bureau of Justice Assistance (“BJA”), as a component of the OJP, to support law enforcement, courts, corrections, treatment, victim services, technology and prevention initiatives that strengthen the nation’s criminal justice system; and

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant Program (“JAG”) provides funding to law enforcement agencies to improve the functioning of the criminal justice system; and

WHEREAS, the BJA will be making JAG awards to assist local efforts to prevent or reduce crime and violence by covering the purchase of training, equipment and supplies for criminal justice activities that will improve or enhance law enforcement programs; and

WHEREAS, the City Council of the City of Missouri City (“City Council”) finds that the purchase of fitness equipment by the police department in order to increase the physical fitness of the department and improve its testing procedures for new hires is in the best interest of the citizens of Missouri City; and

WHEREAS, the City of Missouri City (“City”) agrees to participate in any audit, grant monitoring, or reporting required by the JAG program; and

WHEREAS, the City agrees to track and report JAG funding separately from other funding sources to ensure accurate financial and programmatic reporting on a timely basis; and

WHEREAS, the City desires to designate the Administrative Captain as the City’s project manager for making application for such JAG grant and the City Manager as the City’s authorized official to accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City Council agrees that, in the event of loss or misuse of the grant funds, the City Council assures that the funds will be returned as may be required by law; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are in all things incorporated herein and made a part hereof.

Section 2. The City Council of the City of Missouri City approves submission of the JAG application to the BJA to fund the purchase of fitness equipment by the police department in order to increase the physical fitness of the department and improve its testing procedures for new hires.

Section 3. The City Council of the City of Missouri City hereby designates the Administrative Captain as the City of Missouri City's project manager for making application to the BJA for the JAG grant and the City Manager as the City of Missouri City's authorized official to accept, reject, alter or terminate the grant on behalf of the applicant agency.

PASSED, APPROVED and ADOPTED this 19th day of August, 2019.

Yolanda Ford
Mayor

ATTEST:

APPROVED AS TO FORM:

Maria Jackson
City Secretary

James Santangelo, Assistant City Attorney
for E. Joyce Iyamu City Attorney

This form is fillable.
It is located in
W:\Public\Grants

City of Missouri City Grant Pre-Approval Request Form

G-1

Dept Police Admin Dept Contact _____ Tele#/Ext _____

Grantor/Agency Department of Justice Grant Name Edward Byrne Memorial Justice Assistance Gran

Agency Contact/Title Rachel Murray/Program Coordinator Tele#/Ext 281-403-5879

Agency Contact Email rachel.murray@missouricitytx.gov Type of Grant:

Application Due Date 08/23/2019 Expected Award Date 10/1/2019 Federal State Pass-Through Local

Application Due Date _____ Return to Dept By _____ Other _____

Grant Period 10/1/2018 - 9/30/2020 Renewable Yes No

Purpose of Grant:

Missouri City Police Department wishes to apply for this grant in order to obtain new workout equipment with the purpose of increasing physical fitness throughout the department to better align with the Wellness Initiative. One of the goals with the new equipment is to move away from the current new hire testing method to one focused on measuring endurance via the Concept 2 Rower.

Total Award Amount Expected (all years) \$ 10,600
Yr 1 \$ _____ Yr 2 10,600 \$ _____ Yr 3 \$ _____ Yr 4 \$ _____

Total Match Amount Expected (all years) \$ 0
Yr 1 \$ _____ Yr 2 \$ _____ Yr 3 \$ _____ Yr 4 \$ _____

Recurring Costs (explain) 0
Yr 1 \$ _____ Yr 2 \$ _____ Yr 3 \$ _____ Yr 4 \$ _____

What is Plan "B" in the event the grant is not renewed at any time? Indicate what source of funds will be used to cover costs.

N/A

Dept Director Signature [Signature] Date 8/7/19
Finance Dir. Signature [Signature] Date 8/7/19
City Manager Signature [Signature] Date 8/8/19

Send original back to department. Department contact is to provide a copy to the Finance department once completed.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation

CFDA #: 16.738

Solicitation Release Date: July 25, 2019

Application Deadline: 8:00 p.m. eastern time on August 23, 2019

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants for the preparation and submission to OJP of applications for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Eligibility

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "unit of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., a mayor)

properly executes, and the unit of local government submits, the “Certifications and Assurances by Chief Executive of Applicant Government” attached to this solicitation as [Appendix A](#).

Eligible allocations under JAG are posted annually on the [JAG web page](#).

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888–549–9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** in order to request approval to submit its application after the deadline. For information on reporting technical issues, see “Experiencing Unforeseen GMS Technical Issues” under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1–800–851–3420; via TTY at 301–240–6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301–240–5830, or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA [State Policy Advisor](#).

Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Deadline details

Applicants must register in the OJP Grants Management System (GMS) at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 8 p.m. eastern time on August 23, 2019.

For additional information, see the “**How to Apply (GMS)**” section in the [OJP Grant Application Resource Guide](#).

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019 Local Solicitation CFDA #16.738

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government under this FY 2019 JAG Program Local Solicitation. (A separate solicitation will be issued for applications to BJA directly from states.)

Statutory Authority: The JAG Program is authorized by Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (Public Law No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Permissible uses of JAG Funds – In general

In general, JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs

Additionally, JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used for any purpose indicated [Appendix D](#).

In connection with all of the above purposes (including those indicated in the appendix), it should be noted that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend

criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

Limitations on the use of JAG funds

Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at 34 U.S.C. § 10152.

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:**

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar items

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

For information about requesting BJA certification for a listed prohibited item (including Unmanned Aircraft, Unmanned Aerial Vehicles and/or Unmanned Aerial System purchases) or for examples of allowable vehicles that do not require BJA certification, refer to the [JAG FAQs](#).

Cap on use of JAG award funds for administrative costs – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award.

Prohibition of supplanting; no use of JAG funds as match – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities. See the [JAG FAQs](#) for examples of supplanting.

Although supplanting is prohibited, as discussed under [What An Application Should Include](#), leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for the purposes of other federal awards.

Other restrictions on use of funds – If a unit of local government chooses to use its FY 2019 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions.

- **Body-Worn Cameras (BWC)** - A unit of local government that proposes to use FY 2019 JAG award funds to purchase BWC equipment, or to implement or enhance BWC programs, must provide OJP with a certification(s) that each unit of local government law enforcement agency receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: <https://www.bja.gov/Funding/BodyWornCameraCert.pdf>.

A unit of local government that proposes to use JAG funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the unit of local government JAG recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the unit of local government JAG recipient, and made available to OJP upon request.

The BJA [BWC Toolkit](#) provides model BWC policies and best practices to assist departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWC Program). The BWC Program allows jurisdictions to develop and implement policies and practices required for effective program adoption and address program factors, including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested units of local government may wish to refer to the [BWC web page](#) for more information. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BWC Program.

- **Body Armor** - Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, body armor purchased must be made in the United States. Finally, body armor purchased with JAG funds must be "uniquely fitted vests," which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP's efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the [Standard Practice for Body Armor Wearer Measurement and Fitting of Armor](#) (Active Standard ASTM E3003) available at no cost. The [Personal Armor Fit Assessment checklist](#) is excerpted from ASTM E3003.

A unit of local government that proposes to use FY 2019 JAG award funds to purchase body armor must provide OJP with a certification(s) that each unit of local government

law enforcement agency receiving body armor has a written “mandatory wear” policy in effect. See 34 U.S.C. § 10202(c). The certification form related to mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf. There are no requirements regarding the nature of the policy other than it specify when mandatory wear is required for uniformed officers on duty. FAQs related to the mandatory wear policy requirement can be found at ojp.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf. A mandatory wear concept and issues paper and a model policy are available at the BVP Customer Support Center, at vests@usdoj.gov or toll free at 1–877–758–3787.

A unit of local government that proposes to use JAG funds to purchase body armor will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds to purchase body armor after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the unit of local government JAG recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the local government JAG recipient, and made available to OJP upon request.

Apart from the JAG program, BJA provides funds under the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#). Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BVP Program. It is also important to note that **pursuant to the BVP program statute, at 34 U.S.C. § 10532(c), the use of JAG funding by a unit of local government may impact its eligibility for funding under the BVP program. If a unit of local government uses JAG funds to purchase armor vests, that unit of local government cannot also receive funding under the BVP program in the same fiscal year.** For additional information on the BVP Program and eligibility restrictions related to receipt of JAG funding, review the [BVP FAQs](#).

- Interoperable Communications - Units of local government (and any subrecipients) that use FY 2019 JAG funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as Voice over Internet Protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission [FCC] Waiver Order) should review current SAFECOM guidance at: <https://www.dhs.gov/safecom>. This guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects funded with FY 2019 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state’s interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office

of Emergency Communications maintains a list of SWICs for each of the states and territories. Contact OEC@hq.dhs.gov for more information. All communications equipment purchased with FY 2019 JAG Program funding should be identified during quarterly performance metrics reporting.

Further, information-sharing projects funded with FY 2019 JAG funds must comply with DOJ's [Global Justice Information Sharing Initiative](#) guidelines, as applicable, in order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. Recipients (and subrecipients) will be required to document planned approaches to information sharing and describe compliance with GSP and an appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

For JAG applicants considering implementing communications technology projects, it is worthwhile to consider the First Responder Network Authority (FirstNet) Program. The Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C. §§ 1401 *et seq.*) established FirstNet as an independent authority within the National Telecommunications and Information Administration (NTIA). FirstNet's statutory mission is to take all actions necessary to ensure the establishment of a nationwide public safety broadband network (NPSBN). NPSBN will use the 700 MHz D block spectrum to provide Long-Term Evolution (LTE)-based broadband services and applications to public safety entities. The network is based on a single, national network architecture that will evolve with technological advances and initially consist of a core network and radio access network. While mission-critical voice communications will continue to occur on land mobile radio (LMR), in time, FirstNet is expected to provide public safety entities with mission-critical broadband data capabilities and services including, but not limited to: messaging, image sharing, video streaming, group text, voice, data storage, applications, location-based services, and quality of service, priority, and preemption. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions. For more information on FirstNet services, the unique value of the FirstNet network to public safety, and how to subscribe for the FirstNet service, should your state or territory opt in, visit www.FirstNet.gov. To learn about FirstNet's programs and activities, including its consultation and outreach with public safety, the state planning process, FirstNet's history and promise and how it plans to ensure that the FirstNet network meets the needs of public safety, visit www.FirstNet.gov or contact info@firstnet.gov.

- DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non- governmental DNA database without prior express written approval from BJA.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not acceptable for entry into CODIS.

Entry of Records into State Repositories - As appropriate and to the extent consistent with law, a condition will be imposed that would require the following: with respect to any “program or activity” that receives federal financial assistance under this solicitation that is likely to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations (which includes any dispositions or records whatsoever that involve any “alien [who] is illegally or unlawfully in the United States” (18 U.S.C. § 922(g)(5)(A) (generally prohibiting any such alien to possess any firearm or ammunition)), a system must be in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

Requirements specific to “disparate” jurisdictions

According to the JAG program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Three different types of disparities may exist:

- The first type is a zero-county disparity. This situation exists when one or more municipalities within a county are eligible for a direct award but the county is not, yet the county is responsible for providing criminal justice services (such as prosecution and incarceration) for the municipality. In this case, the county is entitled to part of the municipality’s award because it shares the cost of criminal justice operations, although it may not report crime data to the FBI. This is the most common type of disparity.
- A second type of disparity exists when both a county and a municipality within that county qualify for a direct award, but the award amount for the municipality exceeds 150 percent of the county’s award amount.
- The third type of disparity occurs when a county and multiple municipalities within that county are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds 400 percent of the county’s award amount.

Jurisdictions identified by BJA as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, see:

www.bja.gov/Funding/JAGMOU.pdf.

Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. Unless specified differently, any reference in this solicitation to “applicant” or “recipient” includes each fiscal agent applying on behalf of a disparate group. Further, “subrecipients” includes those disparate jurisdictions that receive award funding from the fiscal agent, rather than directly from OJP.

Required compliance with applicable federal laws

By law, the chief executive (e.g., the mayor) of each unit of local government that applies for an FY 2019 JAG award must certify that the unit of local government will “comply with all

provisions of [the JAG Program statute] and all other applicable Federal laws.” To satisfy this requirement, each unit of local government applicant must submit a properly executed Certifications and Assurances by the Chief Executive of the Applicant Government using the form shown in [Appendix A](#).

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to an FY 2019 award include suspension or termination of the award, placement on the DOJ high risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

National Incident-Based Reporting System (NIBRS) 3 percent set-aside

In FY 2016, the Federal Bureau of Investigation (FBI) formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program’s traditional Summary Reporting System (SRS) and replace it with the UCR Program’s National Incident-Based Reporting System (NIBRS). By January 1, 2021, the FBI intends for NIBRS to be the law enforcement crime data reporting standard for the nation.

By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI’s UCR Program. See 34 U.S.C. § 10156. Once SRS has been replaced by NIBRS, JAG award amounts will be calculated using NIBRS data. In preparation for the FBI’s 2021 NIBRS compliance deadline, beginning in FY 2018, BJA requires, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI’s NIBRS data submission requirements under the UCR Program. The 3 percent requirement will assist state and local jurisdictions in working toward compliance to ensure they continue to have critical criminal justice funding available through JAG when SRS is replaced by NIBRS in FY 2021.

The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to subawards. That is, the unit of local government serving as fiscal agent for a disparate group will be required by special condition to require each of the other jurisdictions in the disparate group to set aside 3 percent of FY 2019 JAG funds received by that jurisdiction to be used for NIBRS compliance activities, unless that jurisdiction has had the requirement waived by BJA, as described below. Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects that relate to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency’s technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state’s Incident Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies in how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing

the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program, according to the states, and/or directly to the FBI, according to the NIBRS standard.

BJA will waive the set-aside requirement for units of local government that have been certified as NIBRS compliant by their state, or directly by the FBI, as of the posting date of this solicitation. Units of local government that achieve full compliance with NIBRS after receiving an award should email evidence of NIBRS compliance (certification of NIBRS compliance from their state or the FBI) to their State Policy Advisor listed in OJP's Grants Management System (GMS). Upon review of the documentation submitted, BJA will confirm the NIBRS compliance and then issue a Grant Adjustment Notice (GAN) to clear any withholding special condition associated with the NIBRS set-aside requirement. Units of local government must retain documentation on file that demonstrates the certification of NIBRS compliance. Such documentation must be made available for BJA review, upon request. Please note that in order for a state to certify NIBRS compliance of a unit of local government, that state must first be certified as NIBRS compliant by the FBI. In FY 2019 and forward, this requirement is applicable to all JAG recipients, meaning tribal jurisdictions must set aside the 3 percent for NIBRS compliance.

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments, and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation between federal, state, and local law enforcement. BJA intends to focus much of its work on the areas of emphasis described below, and encourages each recipient of an FY 2019 JAG award to join federal law enforcement agencies in addressing these challenges.

Reducing Violent Crime – Recognizing that crime problems, including felonious possession and use of a firearm and/or gang violence, illegal drug sales and distribution, human trafficking, and other related violent crime, vary from community to community, BJA encourages units of local government to tailor their programs to the local crime issues, and to be data-informed in their work. Units of local government should consider investing JAG funds in programs to combat illegal gun violence, and to improve the process for ensuring that persons prohibited from purchasing guns (see, e.g., 18 U.S.C. § 922(g)) are prevented from doing so, by utilizing technology such as eTrace and NIBIN to analyze evidence as well as by enhancing complete, accurate, and timely reporting to the FBI's NICS. Units of local government are also encouraged to coordinate with United States Attorneys Offices and Project Safe Neighborhood (PSN) grantees in order to leverage funding for violence reduction projects, and to coordinate their law enforcement activities with those of federal law enforcement agencies, such as the FBI, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security.

Officer Safety and Wellness – The issue of law enforcement safety and wellness is an important priority for BJA and DOJ. According to the [2018 Preliminary End-of-Year Law Enforcement Fatalities Report](#), released by the National Law Enforcement Officers Memorial Fund (NLEOMF), 2018 saw 144 law enforcement law enforcement line-of-duty deaths nationwide. This is a 12 percent increase over 2017, which had 129 line-of-duty deaths. Firearms-related deaths were the leading cause of law enforcement deaths (52) – a

13 percent increase when compared to 2017. Among those deaths, 14 occurred during an attempt to arrest a suspect, 8 while conducting an investigative activity, 6 while responding to a domestic or public disturbance, and 5 as a result of being ambushed. Additionally, there were 50 traffic-related deaths. Forty-two officers died due to circumstances other than firearms or traffic, the majority being job-related illnesses.

Based on the latest report (2017) from the [FBI's Law Enforcement Officers Killed and Assaulted \(LEOKA\) data](#), there appeared to be a continuing increase in assaults against law enforcement officers between 2016 and 2017. In 2017 there were 60,211 assaults versus 57,180 assaults in 2016. Of those assaulted, 17,476 were injured compared to 16,535 injured in 2016. The 2017 LEOKA data show that 21 officers died as a result of investigative or enforcement duties, 6 during pursuits, and 5 were ambushed.

BJA sees a vital need to continue to focus on tactical officer safety concerns as well as on the health and wellness of law enforcement as that may have a direct effect on officer performance and safety. It is important for law enforcement to have the tactical skills necessary, and also to be physically and mentally well, to perform, survive, and be resilient in the face of the demanding duties of the profession. BJA encourages units of local government to use JAG funds to address these needs by providing training, and paying for tuition and travel expenses related to attending trainings such as those available through the [BJA VALOR Initiative](#) and soon to be available through the National Officer Safety Initiative program, as well as funding for health and wellness programs for law enforcement officers.

Southwest Border Rural Law Enforcement – Securing U.S. borders (and internationally accessible waterways and airports) is critically important to the reduction, intervention, and prevention of transnational drug-trafficking networks, gangs, and combating all forms of human trafficking and related sexual assaults within the United States (including sex and labor trafficking of foreign nationals and U.S. citizens of all sexes and ages). Smuggling and trafficking operations to, from, and within the United States contribute to a significant increase in violent crime and U.S. deaths, to include law enforcement. BJA encourages units of local government using JAG funds to support law enforcement hiring, training, and technology enhancement, as well as information sharing, cooperation, and coordination among federal, state, local, tribal, and territorial law enforcement agencies to help address these problems.

Responding to the Opioid Crisis – The opioid crisis is a public health emergency and responding to the crisis is one of DOJ's top priorities. In 2017, more than 72,000 Americans lost their lives to drug overdoses, according to the Centers for Disease Control and Prevention (CDC). In 2016, 63,632 Americans died from fatal drug overdoses and 52,404 died in 2015 (CDC). The majority of these deaths can be attributed to opioids. Law enforcement plays a vital role in efforts to stem overdoses, save lives, and fight illegal opioid distribution and abuse. BJA encourages local governments to use JAG funds to support law enforcement actions to fight the opioid epidemic such as addressing the supply of both diverted prescription drugs and illegal drugs, and supporting first responders when encountering overdoses. JAG funds can also be used for training and safety measures to prepare for potential encounters with synthetic opioids such as fentanyl. This may include covering the cost of providing naloxone to all officers and the cost of fentanyl detection testing.

Objectives

In general, the FY 2019 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to criminal justice.

As discussed in more detail in the [General Information about Post-federal Award Reporting Requirements](#) discussion, a unit of local government that receives an FY 2019 JAG award will be required to produce various types of reports and to submit data related to performance measures and accountability. The objectives are directly related to the JAG Program accountability measures at <https://bjapmt.ojp.gov/help/jagdocs.html>.

The Objectives are directly related to the performance measures that demonstrate the results of the work completed, as discussed under [What an Application Should Include](#).

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

A useful matrix of evidence-based policing programs and strategies is available through BJA's [Matrix Demonstration Project](#). BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA "Innovation Suite" of programs including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see <https://www.bja.gov/Programs/CRPPE/innovationssuite.html>). BJA encourages units of local government to use JAG funds to support these "crime innovation" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

Information Regarding Potential Evaluation of Programs and Activities

Applicants should note OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section, entitled, "Information Regarding Potential Evaluation of Programs and Activities."

BJA Success Stories

The BJA-sponsored [Success Stories](#) web page features projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page is a valuable resource for states, localities, territories, tribes, and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit success stories annually (or more frequently).**

If a unit of local government has a success story it would like to submit, it may be submitted through [My BJA account](#), using "Add a Success Story" and the Success Story Submission form. Register for a My BJA account using this [registration](#) link.

B. Federal Award Information

BJA estimates that it will make up to 1,147 local awards totaling an estimated \$84,500,000.

Awards of at least \$25,000 are 4 years in length, and performance periods will be from October 1, 2018 through September 30, 2022. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

Awards of less than \$25,000 are 2 years in length, and performance periods will be from October 1, 2018 through September 30, 2020. Extensions of up to 2 years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award

BJA expects that any award under this solicitation will be in the form of a grant. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

JAG awards are based on a statutory formula as described below:

Once each fiscal year’s overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process, which, in general, consists of:

- (1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
- (2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
- (3) Dividing each state’s final award amount (except for the territories and District of Columbia) between the state and its units of local governments at a rate of 60 and 40 percent, respectively.
- (4) Determining unit of local government award allocations, which are based on their proportion of the state’s 3-year violent crime average. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local solicitation) for a JAG award. If the “eligible award amount” to a

particular unit of local government, as determined on this basis, is less than \$10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that otherwise would have been awarded to the state. (Additional requirements related to “disparate” jurisdictions are summarized [above](#)).

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities¹) must, as described in the Part 200 Uniform Requirements² as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

Trust Fund – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. Non-federal entities must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 CFR 200.305(b)(8)). Subrecipients that draw down JAG funds in advance are subject to the same requirement and must first establish an interest-bearing account.

Tracking and reporting regarding JAG funds used for administrative costs – As indicated earlier, up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award. Administrative costs (when utilized) must be tracked separately; a recipient must report in separate financial status reports (SF-425) those expenditures that specifically relate to each particular JAG award during any particular reporting period.

No commingling – Both the unit of local government recipient and all subrecipients of JAG funds are prohibited from commingling funds on a program-by-program or project-by-project basis.

For this purpose, use of the administrative JAG funds to perform work across all active awards in any one year is not considered commingling.

Cost Sharing or Match Requirement

The JAG Program does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

For additional cost sharing and match information, see the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm>.

Pre-agreement Costs (also known as Pre-award Costs)

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does **not** typically approve pre-agreement costs. An applicant must request and obtain the prior written approval of OJP for any such costs. All such costs incurred prior to award and prior to approval of the costs are incurred *at the sole risk* of the applicant. (Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs.) Should there be extenuating circumstances that make it appropriate for OJP to consider approving pre-agreement costs, the applicant may contact the point of contact listed on the title page of this solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for pre-agreement costs, consistent

with the recipient's approved budget and applicable cost principles. See the section on "Costs Requiring Prior Approval" in the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm> for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such events. See the [OJP Grant Application Resource Guide](#) for information.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on costs associated with language assistance that may be allowable.

C. Eligibility Information

For information on eligibility, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

D. Application and Submission Information

What an Application Should Include

See the "Application Elements and Formatting Instructions" section of the [OJP Grant Application Resource Guide](#) for information on, among other things, what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide by not incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not "[proceeding] to peer review").)

1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

Intergovernmental Review: This solicitation ("funding opportunity") is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental_-Review-_SPOC_01_2018_OFFM.pdf. If the applicant's State appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the State's process under E.O. 12372. In completing the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose State does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.").

2. Project Identifiers

Applications should identify at least three and no more than ten project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

3. Program Narrative

The following sections **should** be included as part of the program narrative¹:

- (a) Description of the Issues – Identify the unit of local government’s strategy/funding priorities for the FY 2019 JAG funds, the subgrant award process and timeline, and a description of the programs to be funded over the grant period. Units of local government are strongly encouraged to prioritize the funding on evidence-based projects.
- (b) Project Design and Implementation – Describe the unit of local government’s strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan; it should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.
- (c) Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participates with other criminal justice juvenile justice agencies in the state.
- (d) Plan for Collecting the Data Required for this Solicitation’s Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives identified under "Objectives" in [Section A. Program Description](#).

Post award, recipients will be required to submit quarterly performance metrics through BJA’s Performance Measurement Tool (PMT), located at: <https://bjapmt.ojp.gov>. The application should describe the applicant's plan for collection of all of the performance measures data listed in the JAG Program accountability measures at: <https://bjapmt.ojp.gov/help/jagdocs.html>.

Applicants should visit OJP’s performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant’s understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the

¹ For information on subawards (including the details on proposed subawards that should be included in the application), see "Budget and Associated Documentation" under [Section D. Application and Submission Information](#).

required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the [OJP Grant Application Resource Guide](#).

4. Budget and Associated Documentation

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs. **Please note that the budget narrative should include a full description of all costs, including funds set aside for NIBRS project(s) and administrative costs (if applicable).**

General requirement for federal authorization of any subaward; statutory authorizations of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards (“subgrants”) unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

JAG subawards that are required or specifically authorized by statute (see 34 U.S.C. § 10152(a) and 34 U.S.C. § 10156) do not require prior approval to authorize subawards. This includes subawards made by states under the JAG Program.

A particular subaward may be authorized by OJP because the recipient included a sufficiently detailed description and justification of the proposed subaward in the application as approved by OJP. If, however, a particular subaward is not authorized by federal statute or regulation, and is not sufficiently described and justified in the application as approved by OJP, the recipient will be required, post-award, to request and obtain written authorization from OJP before it may make the subaward.

If an applicant proposes to make one or more subawards to carry out the federal award and program, and those subawards are not specifically authorized (or required) by statute or regulation, the applicant should: (1) identify (if known) the proposed subrecipient(s), (2) describe in detail what each subrecipient will do to carry out the federal award and federal program, and (3) provide a justification for the subaward(s), with details on pertinent matters such as special qualifications and areas of expertise. Pertinent information on subawards should appear not only in the Program Narrative but also in the Budget Detail Worksheet and budget narrative.

5. Indirect Cost Rate Agreement (if applicable)

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for information.

6. Tribal Authorizing Resolution (if applicable)

The following two paragraphs in this solicitation expressly modify the “Tribal Authorizing Resolution” provisions in the [OJP Grant Application Resource Guide](#). An applicant is to follow the guidance in these two paragraphs instead of the guidance stated under the “Tribal Authorizing Resolution” heading in the Guide.

An application in response to the solicitation may require inclusion of information related to a tribal authorizing resolution. A tribe, tribal organization, or third party that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for an award on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the award. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

An applicant unable to submit an application that includes a fully executed (i.e., signed) copy of legal appropriate documentation, as described above, consistent with the applicable tribe’s governance structure, should submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, OJP will make use of and access to award funds contingent on receipt of the fully executed legal documentation.

7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

Every OJP applicant (other than an individual applying in his or her personal capacity) is required to download, complete, and submit the OJP Financial Management and System of Internal Controls Questionnaire (Questionnaire) at <https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf> as part of its application. See the [OJP Grant Application Resource Guide](#) for additional information and submission instructions for this Questionnaire.

8. Disclosure of Lobbying Activities

Each applicant must complete and submit this information. See the [OJP Grant Application Resource Guide](#) for additional information and submission instructions for this disclosure.

9. Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” attached to this solicitation as [Appendix A](#).

Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. More specifically, this certification documents that the JAG application was made available for review by the governing body of the unit of local government, or by an organization designated by that governing body, for a period that was not fewer than 30 days before the application was submitted to BJA and that that an opportunity to comment on this application was provided to citizens prior to the application submission to the extent applicable law or established procedures make such opportunity available.

OJP will not deny an application for an FY 2019 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (its award will include a condition that withholds funds) until it submits these certifications and assurances, properly-executed by the chief executive of the unit of local government (e.g., the mayor).

10. Applicant Disclosure of Pending Applications

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation, and (2) would cover any identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. For additional information on the submission requirements for this disclosure, see the [OJP Grant Application Resource Guide](#).

11. Applicant Disclosure and Justification – DOJ High Risk Grantees²(if applicable)

An applicant that is designated as a DOJ High Risk Grantee is to submit in GMS, as a separate attachment to its application, information that OJP will use, among other pertinent information, to determine whether it will consider or select the application for an award under this solicitation. The file should be named “DOJ High Risk Grantee Applicant Disclosure and Justification.” (See, also, “Review Process,” below, under Section E. Application Review Information, for a brief discussion of how such information may be considered in the application review process.) See the [OJP Grant Application Resource Guide](#) for additional information and submission instructions for this disclosure.

12. Research and Evaluation Independence and Integrity

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the [OJP Grant Application Resource Guide](#).

13. Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

² A “DOJ High Risk Grantee” is a recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy.
 - Please describe each practice.
 - Please explain how the law, policy, or practice complies with 8 U.S.C. § 1373.

See [Appendix C](#) for a template that applicants may use to prepare this attachment.

How to Apply

An applicant must submit its application through the [Grants Management System \(GMS\)](#), which provides support for the application, award, and management of awards at OJP. Find information, registration and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

E. Application Review Information

Review Process

OJP is committed to ensuring a fair and open process for making awards. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application. See the [OJP Grant Application Resource Guide](#) for additional information on administrative, national policy, and other legal requirements.

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information on information technology security.

Statutory and Regulatory Requirements; Award Conditions

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with award conditions, as well as all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed at the time of award acceptance).

OJP strongly encourages prospective applicants to review information on post-award legal requirements generally applicable to FY 2019 OJP awards and common OJP award conditions **prior** to submitting an application.

Individual FY 2019 awards made pursuant to this solicitation will, as appropriate and to the extent consistent with law, include conditions that will require the recipient (and any subrecipient) that accepts the award to do various things, with respect to the “program or activity” that would receive federal financial assistance thereunder. **Although the specific terms of each of those conditions are what will govern the awards**, included among such conditions will be some that, **generally speaking**, will require the recipient (and any subrecipient) that accepts the award to do some or all of the following:

- Not to violate 8 U.S.C. § 1373 (prohibiting restrictions on—
 - (1) communication to/from the Department of Homeland Security (DHS) of information regarding the citizenship or immigration status of any individual; and
 - (2) maintaining, or exchanging with any government entity, information regarding the immigration status of any individual).
- Not to violate 8 U.S.C. § 1644 (prohibiting restrictions on communication to/from DHS of information regarding the immigration status of an alien).
- Not to publicly disclose federal law enforcement information in an attempt to conceal, harbor, or shield certain individuals from detection, including in violation of 18 U.S.C. §§ 1071 or 1072, or 8 U.S.C. § 1324(a).
- Not to impede the exercise of the authority of the federal government under 8 U.S.C. § 1266(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government “shall take into custody” certain criminal aliens “when the alien is released”) and 8 U.S.C. § 1231(a)(4) (relating to removal from the United States of aliens after detention/confinement at the federal, state, and local level), specifically by requiring such recipients to provide (where feasible) at least 48 hours’ advance notice to DHS regarding the scheduled release date and time of an alien in the recipient’s custody when DHS requests such notice in order to take custody of the alien pursuant to the Immigration and Nationality Act.
- Not to impede the exercise by DHS agents, “anywhere in or outside the United States” (8 C.F.R. § 287.5(a)(1)), of their authority under 8 U.S.C. § 1357(a)(1) to “interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States,” specifically by requiring such recipients to permit DHS agents to have access to any

correctional facility in order to meet with an alien (or an individual believed to be an alien) and inquire as to his right to be or remain in the United States.

The reasonable costs (to the extent not reimbursed under any other federal program) of complying with these conditions, including honoring any duly authorized request from DHS that is encompassed by these conditions, will be allowable costs under the award.

General Information about Post-federal Award Reporting Requirements

In addition to the deliverables described in [Section A. Program Description](#), any recipient of an award under this solicitation will be required to submit the following reports and data.

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measures data.

Accountability metrics data must be submitted through BJA's Performance Measurement Tool (PMT), available at <https://bjapmt.ojp.gov>. The accountability measures are available at: <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a law enforcement agency receives JAG funds from a state, the state must submit quarterly accountability metrics data related to training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

OJP may restrict access to award funds if a recipient of an OJP award fails to report required performance measure data in a timely manner.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see the title page of this solicitation.

For contact information for GMS, see the title page.

H. Other Information

Freedom of Information and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a)

All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. See the [OJP Grant Application Resource Guide](#) for information on DOJ and OJP processes with regard to application information requested pursuant to FOIA.

Provide Feedback to OJP

To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. See the [OJP Grant Application Resource Guide](#) for information on providing solicitation feedback to OJP.

Appendix A

Certifications and Assurances by the Chief Executive of the Applicant Government

Template for use by the chief executive of the applicant unit of local government.

Visit <https://www.bja.gov/Funding/FY2019LocalJAGCEOCertification.pdf> to download the most up-to-date version.

Note: By law, for purposes of the JAG Program, the term “states” includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

Appendix B

Certain relevant federal laws, as in effect on April 8, 2019

8 U.S.C. § 1373

Communication between government agencies and the Immigration and Naturalization Service

(a) In general

Notwithstanding any other provision of Federal, State, or local law, a Federal, State, or local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

(b) Additional authority of government entities

Notwithstanding any other provision of Federal, State, or local law, no person or agency may prohibit, or in any way restrict, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status, lawful or unlawful, of any individual:

- (1) Sending such information to, or requesting or receiving such information from, the Immigration and Naturalization Service.
- (2) Maintaining such information.
- (3) Exchanging such information with any other Federal, State, or local government entity.

(c) Obligation to respond to inquiries

The Immigration and Naturalization Service shall respond to an inquiry by a Federal, State, or local government agency, seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law, by providing the requested verification or status information.

8 U.S.C. § 1644

Communication between State and local government agencies and Immigration and Naturalization Service

Notwithstanding any other provision of Federal, State, or local law, no State or local government entity may be prohibited, or in any way restricted, from sending to or receiving from the Immigration and Naturalization Service information regarding the immigration status, lawful or unlawful, of an alien in the United States.

8 U.S.C. § 1226(a) & (c)

Apprehension and detention of aliens

(a) Arrest, detention, and release

On a warrant issued by the Attorney General, an alien may be arrested and detained pending a decision on whether the alien is to be removed from the United States. Except as provided in subsection (c) and pending such decision, the Attorney General--

- (1) may continue to detain the arrested alien; and
- (2) may release the alien on--
 - (A) bond of at least \$1,500 with security approved by, and containing conditions prescribed by, the Attorney General; or
 - (B) conditional parole; but
- (3) may not provide the alien with work authorization (including an "employment authorized" endorsement or other appropriate work permit), unless the alien is lawfully admitted for permanent residence or otherwise would (without regard to removal proceedings) be provided such authorization.

(c) Detention of criminal aliens

(1) Custody

The Attorney General shall take into custody any alien who--

- (A) is inadmissible by reason of having committed any offense covered in section 1182(a)(2) of this title,
- (B) is deportable by reason of having committed any offense covered in section 1227(a)(2)(A)(ii), (A)(iii), (B), (C), or (D) of this title,
- (C) is deportable under section 1227(a)(2)(A)(i) of this title on the basis of an offense for which the alien has been sentence¹ to a term of imprisonment of at least 1 year, or
- (D) is inadmissible under section 1182(a)(3)(B) of this title or deportable under section 1227(a)(4)(B) of this title,

when the alien is released, without regard to whether the alien is released on parole, supervised release, or probation, and without regard to whether the alien may be arrested or imprisoned again for the same offense.

(2) Release

The Attorney General may release an alien described in paragraph (1) only if the Attorney General decides pursuant to section 3521 of Title 18 that release of the alien from custody is necessary to provide protection to a witness, a potential witness, a person cooperating with an investigation into major criminal activity, or an immediate family member or close associate of a witness, potential witness, or person cooperating with such an investigation, and the alien satisfies the Attorney General that the alien will not pose a danger to the safety of other persons or of property and is likely to appear for any scheduled proceeding. A decision relating to such release shall take place in accordance with a procedure that considers the severity of the offense committed by the alien.

8 U.S.C. § 1231(a)(4)

(a) Detention, release, and removal of aliens ordered removed

4) Aliens imprisoned, arrested, or on parole, supervised release, or probation

(A) In general

Except as provided in section 259(a) of title 42 and paragraph (2), the Attorney General may not remove an alien who is sentenced to imprisonment until the alien is released from imprisonment. Parole, supervised release, probation, or possibility of arrest or further imprisonment is not a reason to defer removal.

(B) Exception for removal of nonviolent offenders prior to completion of sentence of imprisonment

The Attorney General is authorized to remove an alien in accordance with applicable procedures under this chapter before the alien has completed a sentence of imprisonment-

- i. in the case of an alien in the custody of the Attorney General, if the Attorney General determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense related to smuggling or harboring of aliens or an offense described in section 1101(a)(43)(B), (C), (E), (I), or (L) of this title and (II) the removal of the alien is appropriate and in the best interest of the United States; or
- ii. in the case of an alien in the custody of a State (or a political subdivision of a State), if the chief State official exercising authority with respect to the incarceration of the alien determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense described in section 1101(a)(43)(C) or (E) of this title), (II) the removal is appropriate and in the best interest of the State, and (III) submits a written request to the Attorney General that such alien be so removed.

(C) Notice

Any alien removed pursuant to this paragraph shall be notified of the penalties under the laws of the United States relating to the reentry of deported aliens, particularly the expanded penalties for aliens removed under subparagraph (B).

(D) No private right

No cause or claim may be asserted under this paragraph against any official of the United States or of any State to compel the release, removal, or consideration for release or removal of any alien.

8 U.S.C. § 1324(a)

Bringing in and harboring certain aliens

(a) Criminal penalties

(1)(A) Any person who—

- i. knowing that a person is an alien, brings to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien;
- ii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law;
- iii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation;

- iv. encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law; or
 - v. (v)(I) engages in any conspiracy to commit any of the preceding acts, or
 - vi. (II) aids or abets the commission of any of the preceding acts, shall be punished as provided in subparagraph (B).
- (B) A person who violates subparagraph (A) shall, for each alien in respect to whom such a violation occurs—
- I. in the case of a violation of subparagraph (A)(i) or (v)(I) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain, be fined under title 18, imprisoned not more than 10 years, or both;
 - II. in the case of a violation of subparagraph (A)(ii), (iii), (iv), or (v)(II), be fined under title 18, imprisoned not more than 5 years, or both;
 - III. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) during and in relation to which the person causes serious bodily injury (as defined in section 1365 of title 18) to, or places in jeopardy the life of, any person, be fined under title 18, imprisoned not more than 20 years, or both; and
 - IV. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) resulting in the death of any person, be punished by death or imprisoned for any term of years or for life, fined under title 18, or both.
- (C) It is not a violation of clauses (ii) or (iii) of subparagraph (A), or of clause (iv) of subparagraph (A) except where a person encourages or induces an alien to come to or enter the United States, for a religious denomination having a bona fide nonprofit, religious organization in the United States, or the agents or officers of such denomination or organization, to encourage, invite, call, allow, or enable an alien who is present in the United States to perform the vocation of a minister or missionary for the denomination or organization in the United States as a volunteer who is not compensated as an employee, notwithstanding the provision of room, board, travel, medical assistance, and other basic living expenses, provided the minister or missionary has been a member of the denomination for at least one year.

(2) Any person who, knowing or in reckless disregard of the fact that an alien has not received prior official authorization to come to, enter, or reside in the United States, brings to or attempts to bring to the United States in any manner whatsoever, such alien, regardless of any official action which may later be taken with respect to such alien shall, for each alien in respect to whom a violation of this paragraph occurs-

- (A) be fined in accordance with title 18 or imprisoned not more than one year, or both; or
- (B) in the case of-
 - (i) an offense committed with the intent or with reason to believe that the alien unlawfully brought into the United States will commit an offense against the United States or any State punishable by imprisonment for more than 1 year,
 - (ii) an offense done for the purpose of commercial advantage or private financial gain, or
 - (iii) an offense in which the alien is not upon arrival immediately brought and presented to an appropriate immigration officer at a designated port of entry,

be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(iii), not more than 10 years, in the case of a first or second violation of

subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years.

(3)(A) Any person who, during any 12-month period, knowingly hires for employment at least 10 individuals with actual knowledge that the individuals are aliens described in subparagraph (B) shall be fined under title 18 or imprisoned for not more than 5 years, or both.

(B) An alien described in this subparagraph is an alien who-

- (i) is an unauthorized alien (as defined in [section 1324a\(h\)\(3\) of this title](#)), and
- (ii) has been brought into the United States in violation of this subsection.

(4) In the case of a person who has brought aliens into the United States in violation of this subsection, the sentence otherwise provided for may be increased by up to 10 years if-

- (A) the offense was part of an ongoing commercial organization or enterprise;
- (B) aliens were transported in groups of 10 or more; and
- (C)(i) aliens were transported in a manner that endangered their lives; or
- (ii) the aliens presented a life-threatening health risk to people in the United States.

8 U.S.C. § 1357(a)

Powers of immigration officers and employees

(a) Any officer or employee of the Service authorized under regulations prescribed by the Attorney General shall have power without warrant—

- (1) to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States;
- (2) to arrest any alien who in his presence or view is entering or attempting to enter the United States in violation of any law or regulation made in pursuance of law regulating the admission, exclusion, expulsion, or removal of aliens, or to arrest any alien in the United States, if he has reason to believe that the alien so arrested is in the United States in violation of any such law or regulation and is likely to escape before a warrant can be obtained for his arrest, but the alien arrested shall be taken without unnecessary delay for examination before an officer of the Service having authority to examine aliens as to their right to enter or remain in the United States;
- (3) within a reasonable distance from any external boundary of the United States, to board and search for aliens any vessel within the territorial waters of the United States and any railway car, aircraft, conveyance, or vehicle, and within a distance of twenty-five miles from any such external boundary to have access to private lands, but not dwellings, for the purpose of patrolling the border to prevent the illegal entry of aliens into the United States;
- (4) to make arrests for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if he has reason to believe that the person so arrested is guilty of such felony and if there is likelihood of the person escaping before a warrant can be obtained for his arrest, but the person arrested shall be taken without unnecessary delay before the nearest available officer empowered to commit persons charged with offenses against the laws of the United States; and
- (5) to make arrests-
- (6) for any offense against the United States, if the offense is committed in the officer's or employee's presence, or

- (7) for any felony cognizable under the laws of the United States, if the officer or employee has reasonable grounds to believe that the person to be arrested has committed or is committing such a felony,
- (8) if the officer or employee is performing duties relating to the enforcement of the immigration laws at the time of the arrest and if there is a likelihood of the person escaping before a warrant can be obtained for his arrest.

Under regulations prescribed by the Attorney General, an officer or employee of the Service may carry a firearm and may execute and serve any order, warrant, subpoena, summons, or other process issued under the authority of the United States. The authority to make arrests under paragraph (5)(B) shall only be effective on and after the date on which the Attorney General publishes final regulations which (i) prescribe the categories of officers and employees of the Service who may use force (including deadly force) and the circumstances under which such force may be used, (ii) establish standards with respect to enforcement activities of the Service, (iii) require that any officer or employee of the Service is not authorized to make arrests under paragraph (5)(B) unless the officer or employee has received certification as having completed a training program which covers such arrests and standards described in clause (ii), and (iv) establish an expedited, internal review process for violations of such standards, which process is consistent with standard agency procedure regarding confidentiality of matters related to internal investigations.

8 U.S.C. § 1366(1) & (3)

Annual report on criminal aliens

Not later than 12 months after September 30, 1996, and annually thereafter, the Attorney General shall submit to the Committees on the Judiciary of the House of Representatives and of the Senate a report detailing—

- (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense;

- (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal;

Appendix C

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy;
 - Please describe each practice; and
 - Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

Appendix D

Additional purposes for which JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used:

(a) To enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq., to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by means including providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and to assist the victims of such crimes (other than compensation), including—

(1) demand-reduction education programs in which law enforcement officers participate;

(2) multi-jurisdictional task-force programs that integrate federal, state, and local drug-law-enforcement agencies and prosecutors for the purpose of enhancing inter-agency co-ordination and intelligence, and facilitating multi-jurisdictional investigations;

(3) programs designed to target the domestic sources of controlled and illegal substances, such as precursor chemicals, diverted pharmaceuticals, clandestine laboratories, and cannabis cultivations;

(4) providing community and neighborhood programs that assist citizens in preventing and controlling crime, including special programs that address the problems of crimes committed against the elderly and special programs for rural jurisdictions;

(5) disrupting illicit commerce in stolen goods and property;

(6) improving the investigation and prosecution of white-collar crime, organized crime, public-corruption crimes, and fraud against the government, with priority attention to cases involving drug-related official corruption;

(7)(A) improving the operational effectiveness of law enforcement through the use of crime-analysis techniques, street-sales enforcement, schoolyard-violator programs, and gang-related and low-income-housing drug-control programs; and

(B) developing and implementing anti-terrorism plans for deep-draft ports, international airports, and other important facilities;

(8) career-criminal prosecution programs, including the development of proposed model drug-control legislation;

(9) financial investigative programs that target the identification of money-laundering operations and assets obtained through illegal drug trafficking, including the development of proposed model legislation, financial investigative training, and financial information-sharing systems;

(10) improving the operational effectiveness of the court process, by expanding prosecutorial, defender, and judicial resources, and implementing court-delay-reduction programs;

(11) programs designed to provide additional public correctional resources and improve the corrections system, including treatment in prisons and jails, intensive-supervision programs, and long-range corrections and sentencing strategies;

(12) providing prison-industry projects designed to place inmates in a realistic working and training environment that will enable them to acquire

marketable skills and to make financial payments for restitution to their victims, for support of their own families, and for support of themselves in the institution;

(13) providing programs that identify and meet the treatment needs of adult and juvenile drug-dependent and alcohol-dependent offenders;

(14) developing and implementing programs that provide assistance to jurors and witnesses, and assistance (other than compensation) to victims of crimes;

(15)(A) developing programs to improve drug-control technology, such as pretrial drug-testing programs, programs that provide for the identification, assessment, referral to treatment, case-management and monitoring of drug-dependent offenders, and enhancement of state and local forensic laboratories; and

(B) developing programs to improve **criminal justice** information systems (including automated fingerprint identification systems) to assist law enforcement, prosecution, courts, and corrections organizations;

(16) innovative programs that demonstrate new and different approaches to enforcement, prosecution, and adjudication of drug offenses and other serious crimes;

(17) addressing the problems of drug trafficking and the illegal manufacture of controlled substances in public housing;

(18) improving the criminal and juvenile justice system's response to domestic and family violence, including spouse abuse, child abuse, and abuse of the elderly;

(19) drug-control evaluation programs that the state and units of local government may utilize to evaluate programs and projects directed at state drug-control activities;

(20) providing alternatives to prevent detention, jail, and prison for persons who pose no danger to the community;

(21) programs of which the primary goal is to strengthen urban enforcement and prosecution efforts targeted at street drug sales;

(22) programs for the prosecution of driving while intoxicated charges and the enforcement of other laws relating to alcohol use and the operation of motor vehicles;

(23) programs that address the need for effective bindover systems for the prosecution of violent 16- and 17-year-old juveniles, in courts with jurisdiction over adults, for the crimes of—

(A) murder in the first degree;

(B) murder in the second degree;

(C) attempted murder;

(D) armed robbery when armed with a firearm;

(E) aggravated battery or assault when armed with a firearm;

(F) criminal sexual penetration when armed with a firearm; and

(G) drive-by shootings as described 18 U.S.C. § 36;

(24) law-enforcement and prevention programs relating to gangs or to youth who are involved or at risk of involvement in gangs;

(25) developing or improving, in a forensic laboratory, a capability to analyze DNA for identification purposes; and

(26) developing and implementing anti-terrorism training programs and procuring equipment for use by local law-enforcement authorities; and

- (b)** To reduce crime and improve public safety, including but not limited to, the following:
- (1)(A) hiring, training, and employing on a continuing basis new, additional law enforcement officers and necessary support personnel;
 - (B) paying overtime to presently-employed law enforcement officers and necessary support personnel for the purpose of increasing the number of hours worked by such personnel; and
 - (C) procuring equipment, technology, and other material directly related to basic law-enforcement functions;
- (2) enhancing security measures—
- (A) in and around schools; and
 - (B) in and around any other facility or location that is considered by the unit of local government to have a special risk for incidents of crime;
- (3) establishing crime-prevention programs that may, though not exclusively, involve law-enforcement officials and that are intended to discourage, disrupt, or interfere with the commission of criminal activity, including neighborhood-watch and citizen-patrol programs, sexual-assault and domestic-violence programs, and programs intended to prevent juvenile crime;
- (4) establishing or supporting drug courts;
- (5) establishing early-intervention and -prevention programs for juveniles, in order to reduce or eliminate crime;
- (6) enhancing the adjudication process of cases involving violent offenders, including violent juvenile offenders;
- (7) enhancing programs under **(a)**, above;
- (8) establishing co-operative task forces between adjoining units of local government to work co-operatively to prevent and combat criminal activity, particularly criminal activity that is exacerbated by drug- or gang-related involvement; and
- (9) establishing a multi-jurisdictional task force, particularly in rural areas, composed of law-enforcement officials representing units of local government, that works with Federal law-enforcement officials to prevent and control crime.

**Appendix E
Application Checklist**

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program:
FY 2019 Local Solicitation**

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- Acquire a DUNS Number (see the [OJP Grant Application Resource Guide](#))
- Acquire or renew registration with SAM (see the [OJP Grant Application Resource Guide](#))

To Register with GMS:

- For new users, acquire a GMS username and password*
(see the [OJP Grant Application Resource Guide](#))
- For existing users, check GMS username and password* to ensure account access
(see the [OJP Grant Application Resource Guide](#))
- Verify SAM registration in GMS (see the [OJP Grant Application Resource Guide](#))
- Search for correct funding opportunity in GMS
(see the [OJP Grant Application Resource Guide](#))
- Select correct funding opportunity in GMS (see the [OJP Grant Application Resource Guide](#))
- Register by selecting the “Apply Online” button associated with the funding opportunity title
(see the [OJP Grant Application Resource Guide](#))
- Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm
(see the [OJP Grant Application Resource Guide](#))
- If experiencing technical difficulties in GMS, contact the NCJRS Response Center
(see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2019 Awards](#)” in the OJP Funding Resource Center at <https://ojp.gov/funding/index.htm>.

Scope Requirement:

- The federal amount requested is within the allowable limit(s) of the FY 2019 JAG Allocations List as listed on BJA’s [JAG web page](#).

Eligibility Requirement: Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes.

What an Application Should Include:

- _____ Application for Federal Assistance (SF-424) (see page 17)
- _____ Intergovernmental Review (see page 17)
- _____ Project Identifiers (see page 18)
- _____ Program Narrative (see page 18)
- _____ Budget and Associated Documentation (see page 19)
- _____ Indirect Cost Rate Agreement (if applicable) (see page 19)
- _____ Tribal Authorizing Resolution (if applicable) (see page 20)
- _____ Financial Management and System of Internal Controls Questionnaire (see page 20)
- _____ Disclosure of Lobbying Activities ([SF-LLL](#)) (if applicable) (see page 20)
- _____ Certifications and Assurances by Chief Executive (see Appendix A)
- _____ Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE) (see Appendix C)
- _____ OJP Certified Standard Assurances (see page 20)
- _____ Applicant Disclosure of Pending Applications (see page 21)
- _____ Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see page 21)
- _____ Research and Evaluation Independence and Integrity (if applicable) (see page 21)



**Council Agenda Item
August 19, 2019**

12. CITY COUNCIL ANNOUNCEMENTS

Discussion, review, and possible action regarding a meeting or activity of one or more of the following entities (each entity refers to a City of Missouri City entity unless otherwise indicated):

Charter Review Commission, Community Development Advisory Committee, Construction Board of Adjustments, Electrical Board, Parks Board, Planning and Zoning Commission, Tax Increment Reinvestment Zone Boards, Fort Bend Chamber of Commerce, Houston-Galveston Area Council, Fort Bend Regional Council, Texas Municipal League, Fort Bend County, Harris County, Gulf Coast Building and Construction Trades Council, Mayor's Youth Commission, Finances and Services Committee, Fort Bend Leadership Forum, Fort Bend County Drainage District, Economic Development Committee, Missouri City Parks Foundation, Missouri City Police and Fire Auxiliary, Livable Community Committee, Texas Parkway Alliance, High Performance Organization Committee, Missouri City Juneteenth Celebration Foundation, Fort Bend County Mayor and Council Association, METRO, Planning, Development and Infrastructure Committee, Fort Bend Independent School District, Greater Fort Bend Economic Development Coalition, Transportation Policy Council, Community Development Advisory Committee, Veterans Memorial Committee, Missouri City Recreation and Leisure Local Government Corporation, Missouri City Development Authority, and the Greater Houston Partnership and Emergency Management updates.

13. CLOSED EXECUTIVE SESSION

The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Title 5, Chapter 551 of the Texas Government Code.

14. RECONVENE

Reconvene into Regular Session and Consider Action, if any, on items discussed in Executive Session.

15. ADJOURN
